

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 Service (TAS).

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.

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.

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.

FLIGHT BY SERVICE CENTER: TAS is authorized to operate the Aircraft to test the maintenance performed or as separately authorized by you.

FORCE MAJEURE and EXCUSABLE DELAY: TAS 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 TAS shall be extended for a period of time equal to the length of such event or condition. TAS 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: TAS does not represent or agree that the Aircraft will be stored in a hangar, absent a specific agreement in writing. Aircraft left on TAS property after return to service or without necessary work authorizations are subject to storage charges equal to the greater of the actual incurred 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 TAS for work authorization. Additionally, TAS shall have no liability for any deterioration or damage to the aircraft due to any cause while left in its possession, and TAS will have no responsibility to preserve or maintain the condition of the Aircraft or its engines. Provided, however, if TAS in its sole discretion undertakes any such efforts, Customer will be responsible for the costs of any reservation tasks, which Customer hereby authorizes.

TAS LIMITED WARRANTY: Subject to the limitations stated below, TAS warrants parts and labor for six months. Customer's sole remedy and the entire extent of TAS's liability under this limited warranty shall be (i) re-perform the applicable labor if found defective by TAS in its sole discretion; and/or (ii) the repair and/or replacement of parts, at TAS'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 TAS in this limited warranty shall be the exclusive remedies for any breach of warranty.

LIMITATION OF LIABILITY: Customer agrees that the price charged by TAS 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. TAS'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 TAS 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, by operation of law, or otherwise.

MAINTENANCE TRACKING SERVICE: if Customer subscribes to a maintenance tracking service, that coordinates the exchange of data with Textron Aviation, Customer consents to Textron Aviation 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 TAS proposal for all or part of the work.

ELECTRONIC SIGNATURE: This agreement may be signed in counterparts, including images shared by e-mail, all of which together will constitute one document. Customer also agrees that any approval in writing (including e-mail or approval on any TAS website) of the terms of the agreement and any squawks or changes in the work scope will be binding upon it for all purposes.