

BIG SKY AVIATION, INC.
MAINTENANCE REQUEST AND WORK AUTHORIZATION
Main: 561-615-4033 Fax: 561-615-3897

PLEASE FILL OUT ALL APPLICABLE ITEMS. WORK ON AIRCRAFT CAN NOT BE INITIATED UNLESS FORM IS COMPLETED

CUSTOMER INFORMATION:

Owner / Company Name: _____
Address: _____
City: _____ **State:** _____ **Zip Code:** _____
Local Contact: _____ **Phone #:** (____) _____
Other: _____ **Fax #:** (____) _____
Email address: _____

CREDIT CARD # _____ **EXP** _____

C.C. Address _____ **Billing zip** _____ **Security Code #** _____

AIRCRAFT INFORMATION

Registration No.: _____ **Serial No.:** _____
Aircraft Make: _____ **Model:** _____
Aircraft Total Time: _____ **Cycles:** _____
Engine Total Time: 1) _____ **2)** _____ **Cycles: 1)** _____ **2)** _____
Will work be covered under Aircraft Warranty: (circle one) YES NO
Warranty Start Date: _____

KEYS LOG BOOKS

AIRCRAFT DISCREPANCIES: _____

By signing, I agree to the terms and conditions provided herein. I authorize all work on the Aircraft. I authorize BSA to charge my account in full for any and all charges associated with the work performed.

Customer: _____
Authorized Signor: _____
Print Name: _____
Signor's Title: _____
Date: _____

Big Sky Aviation, Inc. - Terms and Conditions

These Terms and Conditions accompany the Shop Order or Quote provided by Big Sky Aviation, Inc. ["BSA"] to the Customer (i.e., any owner, operator, lien holder, lender, member, manager, officer, director, employee, lessee, lessor and insurer of the Aircraft).

Scope of Repairs: Repair and maintenance services provided by BSA are set forth in the Quote. Unless limited elsewhere herein, they include, but are not limited to, labor, parts, materials, components, appliances, and supplies for the purpose of repairing, restoring, replacing or upgrading the component or Aircraft and any items located thereon or attached thereto. Estimated repair services **do not** include freight, fuel, flight costs, applicable taxes, hazmat fee, consumable fee and any applicable fees which may also become necessary, due and payable.

Return to Service Dates and Times: BSA will make every effort to meet and exceed its estimated completion date and time. In the event that Customer requires the Aircraft before the estimated completion date or time, BSA will make every effort to return the Aircraft to service by the date and time Customer needs or requests. The return date or time is considered to be only an estimate. It is not a legally binding obligation. In the event that BSA cannot meet Customer's request, BSA **shall not** be held liable for any damages, fees, penalties or cost incurred as a result from delay in returning the Aircraft to Customer.

Title of Parts and Material: The ownership/title of all parts and materials installed in the Aircraft shall not pass to Customer or any other person, firm or corporation until full payment has been received by BSA.

Core Exchange Policy: All exchange core units must have identical part numbers and modification status. If exchange core units are not identical part numbers and modification status, Customer will be charged in addition all upgrade and/or replacement costs. Exchange prices are based on the return of identical item with routine overhaul or repair costs. Cost of repair or overhaul above routine charges will be billed in addition to the exchange charges. If the core is rejected, then the Customer will be charged for any replacement parts or additional cost associated with the rejected core. An exchange will not be possible in the case of abnormal or excessive damage due to fire, use, accident, abnormal wear or unauthorized repair. Additional charges that result from either core exchange or part repair that occur after the Aircraft has been returned to Customer will be billed on a new invoice.

Customer Supplied Parts: Customer may supply its own parts for the work performed on its Aircraft. Customer supplied parts must have appropriate documentation before installation. BSA does not provide warranty for Customer supplied parts and will not be liable if it fails to operate correctly. Cores for Customer supplied parts, once returned to Customer, are Customer's responsibility.

Material Return Policy: Returned parts will be billed a restocking fee. This fee is determined based on the amount it cost the vender to re-certify the part. Due to FAA requirements, all components returned need to be re-certified in order for the vender to place the part back into stock.

Flight by BSA: This Quote **does not** cover incidental costs, including, but not limited to, delivery flights, maintenance flights or any other flights of the Aircraft. It is Customer's responsibility coordinate and pay for those costs.

Estimated Pricing / Changes: Quoted price is only an approximate calculation. The final bill **may** exceed the estimated price. Any changes that Customer requests, or any additions to the scope of work, may affect the timeline to return the Aircraft and the price of the work. Customer also agrees to pay for any increase in the price.

Payment Terms: BSA requires full payment upon completion of work and before possession of Aircraft is released to Customer. All work requires an initial payment of **one-third** of the quoted cost when the Aircraft is received, a second payment **one-third** of the quoted cost at midpoint of the job, and the **balance** prior to release of the Aircraft. Items which were approved by Customer, but were not included in the original Quote, will be billed on a time and material basis pursuant to BSA's published premium or standard labor rates and payment schedule. Failure to make in process payment may result in project work stoppage until payment is received. Any additional charges that occur after the Aircraft is returned to Customer will be applied to a new invoice. Payment for any additional billing that occurs after the Aircraft is returned to Customer is due upon Customer's receipt of the invoice. BSA is **not** liable for any damages caused by delay in releasing the Aircraft to Customer.

Late Payments: Customer's failure to make full payment before or upon release of Aircraft shall result in loss of BSA's discounted labor rates. At said point, BSA will recalculate the bill based on its full labor rates, currently \$110.00 hourly. Customer has fifteen (15) days from the date the invoice is mailed to Customer to pay the balance in full or the unpaid balance will be subject to a late payment fee of 1.5% per month.

Attorney and/or Collection Fees: If BSA has to collect any sums due by Customer, BSA shall be entitled to recover all reasonable attorney's fees, paralegal fees, costs, and expenses, whether or not suit is filed, including those fees and expenses incurred through any appeal.

Lien: BSA reserves its right to record a lien(s) against the Aircraft.

Jurisdiction and Venue: The Parties agree that any dispute between the Parties, regardless of whether or not the dispute arises under this Quote or not, shall be heard in the Circuit Court, Fifteenth Judicial Circuit, Palm Beach County, Florida.

Storage: If BSA is required to maintain possession of the Aircraft due to nonpayment of repair services, BSA is entitled to collect any and all storage fees, including any hangar fee, if it chooses to place the Aircraft in a hanger.

Taxes: Customer is responsible for furnishing appropriate certificate of tax exemption prior to release of Aircraft. Otherwise, Customer will be subject to the federal, state, and local taxes pertaining to the work completed if applicable.

Warranty/Damage Claim: BSA warrants its work in accordance with applicable U.S. Federal Aviation Administration Regulations, manual specification, BSA standard practices, and industry standard practices. **The warranty, and liability of BSA, shall be limited to correcting or repairing such portions of its labor and installation that are not in accordance with said specifications, plans or drawings.** Customer shall notify BSA of any warranty or damage claim within ninety (90) days after Aircraft is released to Customer. BSA's responsibility under this warranty **will expire** ninety (90) days after Aircraft is released to Customer. BSA **does not** provide warranty for parts manufactured by other than BSA, but BSA will strive to obtain the best possible warranty from its vendors.

Limitation of Liability: Customer expressly waives, and releases BSA from, any current or future claim for special, incidental or consequential damages including, but not limited to, loss of use, revenue or profit, business opportunities and the like, even if BSA was advised, knew or should have known of the possibility of such damages.

Waiver of Jury Trial: THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY AND ALL RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, CROSS-CLAIMS, AND THIRD PARTY CLAIMS) ARISING IN CONNECTION WITH THIS AGREEMENT. EACH PARTY HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF THE OTHER PARTY NOR THEIR LEGAL COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THEY WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION.