

TOLEDO JET CENTER, LLC
STANDARD TERMS AND CONDITIONS OF SALE AND SERVICE

1. ACCEPTANCE

THESE TERMS AND CONDITIONS (“TERMS”) APPLY TO ALL GOODS AND SERVICES PROVIDED BY TOLEDO JET CENTER, LLC, AN OHIO LIMITED LIABILITY COMPANY (“TOLEDO JET”), INCLUDING WITHOUT LIMITATION AIRCRAFT PARTS, AND MAINTENANCE AND REPAIR SERVICES, INCLUDING RENTAL ITEMS. ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS OR CONDITIONS ON CUSTOMER’S PURCHASE ORDER, SPECIFICATIONS, OR OTHER DOCUMENTS ISSUED BY CUSTOMER SHALL BE WHOLLY INAPPLICABLE AND SHALL NOT BE BINDING IN ANY WAY ON TOLEDO JET. ACCEPTANCE OF CUSTOMER’S OFFER IS EXPRESSLY MADE CONDITIONAL ON CUSTOMER’S ASSENT TO THE TERMS. NO WAIVER OR AMENDMENT OF ANY OF THE PROVISIONS CONTAINED IN THESE TERMS SHALL BE BINDING ON TOLEDO JET UNLESS MADE IN A WRITING EXPRESSLY STATING THAT IT IS SUCH A WAIVER OR AMENDMENT AND SIGNED BY AN OFFICER OF TOLEDO JET.

2. ORDER PROCESS FOR AIRCRAFT SERVICE

a. Delivery of an entire aircraft or parts to be serviced (“Aircraft”) at one of Toledo Jet’s fixed business locations, currently, Toledo, Ohio, and Fort Lauderdale, Florida (“Toledo Jet Location”), by Customer or Customer’s representative constitutes agreement by Customer for Toledo Jet to perform work on the Aircraft and to pay Toledo Jet for parts, labor, and other charges as provided in these Terms.

b. Alternatively, Customer’s oral or written request for a Toledo Jet technician or technicians to provide services at a location other than a Toledo Jet Location constitutes agreement by Customer for Toledo Jet to commence work on the Aircraft and to pay Toledo Jet’s charges for parts, labor, and other expenses as provided in these Terms.

c. If requested, Toledo Jet may provide Customer with an estimated range of possible charges before or after evaluating the Aircraft. An estimate is nonbinding on Toledo Jet. If reasonably necessary to meet turn times or delivery dates expressed by Customer, then Toledo Jet may order or install parts and perform labor and services without Customer approval of an estimate.

d. For services performed at a Toledo Jet Location, Customer is solely responsible for safely transporting the Aircraft to and from the Toledo Jet Location. Toledo Jet may ship aircraft parts by common carrier without specific Customer consent. While at a Toledo Jet Location, unless otherwise agreed in writing by Toledo Jet, Toledo Jet may store the Aircraft inside or outside in Toledo Jet’s discretion, and may charge storage fees. The storage fee for an entire aircraft will be the fair market value of storage at that location. The storage fee for parts will be comparable based on the bulk of such items as stored by Toledo Jet.

e. Customer shall, at Customer’s sole expense, maintain insurance coverage on the Aircraft, as well as any rental items provided by Toledo Jet, consisting of a minimum of hull insurance for full replacement value, a general liability policy with minimum limits of \$2 million per occurrence. All such policies will be endorsed to waive all subrogation against Toledo Jet. Before the Aircraft is delivered to Toledo Jet, Customer will provide Toledo Jet with certificates of insurance evidencing the waiver of subrogation and providing that the policy may not be cancelled without 30 days prior written notice to Toledo Jet. Customer authorizes Toledo Jet to operate the Aircraft for testing, taxi, and other ground-based purposes, and acknowledges that Toledo Jet is not liable for loss of the Aircraft or other damage to property, personal injury or death of any person, while the Aircraft is in operation, except to the extent provided by Section 6 (Limited Warranty).

f. For services provided at a location other than a Toledo Jet Location, Customer is responsible for providing Toledo Jet full and free access to the Aircraft and a secure and suitable workspace. Customer is also responsible for roundtrip travel expenses of Toledo Jet personnel and equipment from a Toledo Jet Location to the jobsite.

g. If Customer rejects an estimate, or otherwise gives written notice to Toledo Jet to stop work on an Aircraft, then Toledo Jet will cease work. Customer is responsible for payment of parts ordered or installed and labor and services performed prior to the date of notice, as well as any third-party restocking fees. For services performed at a Toledo Jet Location, Customer remains responsible for inbound and outbound transportation of the Aircraft as provided in Section 2.d. For services performed away from a Toledo Jet Location, Customer is responsible for travel expenses as provided in Section 2.f.

3. PRICES

a. Prices for parts and labor shall be at the rates invoiced by Toledo Jet. Rates for parts, labor, and services shown on an estimate are valid for 30 days; provided, however, pricing and use of new, overhauled, serviceable, and/or repaired parts are subject to availability. Toledo Jet may in its discretion use new, overhauled, serviceable, or repaired parts.

b. Customer shall pay, in addition to the prices of parts and labor, applicable shipping charges, and a shop supplies charge of 3.5% of the labor charge.

c. All parts are sold as an exchange of parts (unless specified as an outright sale on the estimate or invoice), and all exchanged core parts are the property of Toledo Jet. Core charges and/or scrap fees may be charged up front, or increased

retroactively, after third party evaluation, depending on the condition of the exchanged core part. Core charges may be refunded in whole or in part depending on the third party evaluation of the exchanged part.

d. "Customer-supplied parts" include parts supplied or directed by Customer as well as parts programs such as Proparts or JSSI. Toledo Jet does not warrant customer-supplied parts and reserves the right to reject customer-supplied parts. Customer-supplied parts are subject to a handling fee. CUSTOMER IS SOLELY RESPONSIBLE FOR LOSS OF THE AIRCRAFT OR OTHER DAMAGE TO PROPERTY, PERSONAL INJURY, OR DEATH OF ANY PERSON IN ANY WAY RESULTING FROM CUSTOMER-SUPPLIED PARTS.

e. Customer shall pay any applicable taxes (other than income taxes) and/or customs duties applicable to the sale of products or performance of services, or in lieu thereof, Customer shall supply Toledo Jet with an appropriate tax exemption certificate.

4. TERMS OF PAYMENT

a. Toledo Jet may require a deposit or prepayment in its sole discretion, which must be paid before work commences. Unless prepaid, payment in full is required prior to delivery of the Aircraft. All past due amounts accrue interest at the rate of 1.5% per month or the highest rate permitted by law, whichever is less. All payments shall be made to Toledo Jet at the address specified on the front of the invoice. Customer is not entitled to withhold any amounts due to Toledo Jet for taxes or any other reason. If Customer desires to pay by credit card or other method which imposes merchant processing or other fees on Toledo Jet, then Customer will additionally pay such fees. Notwithstanding any designation by Customer, Toledo Jet may apply payments received from or on behalf of Customer toward any current or overdue invoice of Customer in any manner chosen by Toledo Jet.

b. If a project involves multiple Aircrafts or multiple processes, Toledo Jet may invoice separately for each Aircraft or process. Each invoice shall be considered a separate and independent transaction.

5. DELIVERY

a. All shipments to or by Toledo Jet are FOB the applicable Toledo Jet Location. Risk of loss or damage to the Aircraft shall pass to Customer upon delivery to the common carrier at the Toledo Jet Location.

b. Customer must provide logbooks or other appropriate documentation with the Aircraft. Toledo Jet is not responsible for logbooks or other documentation lost or damaged in transportation or shipment. CUSTOMER IS STRONGLY ENCOURAGED TO BACK UP LOGBOOKS BEFORE DELIVERY TO TOLEDO JET.

c. Customer acknowledges and agrees that turn times and delivery dates are estimates only. Toledo Jet will use commercially reasonable efforts to deliver in accordance with requested delivery dates, but Toledo Jet will not be liable for failure to deliver within the estimated time.

d. Any product or service sold or provided by Toledo Jet shall be deemed accepted by Customer upon use of the Aircraft by Customer or 30 days after delivery, whichever occurs first.

6. LIMITED WARRANTY

a. Toledo Jet warrants that its services are performed in accordance with the applicable provisions of the United States Federal Aviation Regulations, and will be free from defects in workmanship under normal operating conditions for a period of six (6) months after the date of completion, regardless of the date of first use by Customer. Toledo Jet assigns the manufacturer or vendor warranty for parts to Customer and will provide reasonable assistance in processing warranty claims, but does not otherwise warrant parts.

b. Toledo Jet shall, at its sole option, either repair or replace any item which did not comply with Toledo Jet's express limited warranty, but only if, during the applicable claim period:

i. Customer notifies Toledo Jet promptly in writing upon discovery of any alleged defect in the workmanship, including a detailed description of such alleged defect;

ii. Customer returns the affected Aircraft to Toledo Jet (Customer must pay for inbound and outbound shipping or transportation charges) or, at Toledo Jet's sole option, Customer promptly gives Toledo Jet the opportunity to inspect the Aircraft at Customer's location (Customer must pay for inbound and outbound travel by Toledo Jet's warranty representative(s)); and

iii. Toledo Jet's evaluation of the Aircraft discloses to Toledo Jet's satisfaction that services performed by Toledo Jet did not conform to warranty.

c. All warranty obligations of Toledo Jet are voided in the event of accident, incident, abuse, exposure to severe weather conditions, misuse, neglect, alteration, operation outside the manufacturer's recommendations, operation when required or recommended inspections are overdue, or any repair, service, or tampering by Customer or any third party after the time of delivery by Toledo Jet. Toledo Jet makes no warranty against fuel leaks.

d. A warranty claim shall not extend the original warranty period.

e. THE FOREGOING LIMITED WARRANTY CONSTITUTES TOLEDO JET'S EXCLUSIVE LIABILITY, AND THE EXCLUSIVE REMEDY OF CUSTOMER, FOR ANY BREACH OF ANY WARRANTY OR OTHER NONCONFORMITY OF PRODUCTS OR SERVICES COVERED BY THESE TERMS. THIS WARRANTY IS EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES. TOLEDO JET MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS WARRANTY SHALL BE AS EXPRESSLY PROVIDED IN THIS SECTION 6.e.

7. LIMITATION OF LIABILITY

a. NO CLAIM, SUIT OR ACTION SHALL BE BROUGHT AGAINST TOLEDO JET MORE THAN SIX (6) MONTHS AFTER THE DATE OF COMPLETION, REGARDLESS OF THE DATE OF FIRST USE BY CUSTOMER.

b. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TOLEDO JET SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER OR ANY THIRD PARTIES FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR OTHER DAMAGES WHETHER IN AN ACTION BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, AIRCRAFT DOWNTIME, OR TRANSPORTATION, EVEN IF TOLEDO JET IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THIS EXCLUSION IS INDEPENDENT OF, AND SHALL SURVIVE ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THESE TERMS.

c. UNDER NO CIRCUMSTANCES SHALL TOLEDO JET'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO ANY TRANSACTION CONTEMPLATED HEREUNDER (INCLUDING BUT NOT LIMITED TO ANY WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO TOLEDO JET FOR THE AFFECTED GOODS OR SERVICES.

8. LIEN; STORAGE CHARGES; ENFORCEMENT OF LIEN

a. Customer hereby grants to Toledo Jet a security interest and lien on any Aircraft, or other items ("Customer Property") delivered to Toledo Jet, to secure any obligations of Customer to Toledo Jet under these Terms, under any Toledo Jet invoice, or under any other agreement by and between Customer and Toledo Jet, including reasonable attorneys' fees, incurred by Toledo Jet in any action brought by Toledo Jet to collect payments owing or otherwise enforce its rights (collectively, "Customer Obligations").

b. Toledo Jet has the right, but not the obligation, to file evidence of its lien with the Federal Aviation Administration, with the relevant state authorities as a UCC-1 financing statement or otherwise, or under the Cape Town Convention on International Interests in Mobile Equipment. Upon Toledo Jet's request, Customer will execute any documents to perfect Toledo Jet's security interest in any Customer Property. Toledo Jet may refuse to release any Customer Property until all Customer Obligations are paid in full.

c. Customer acknowledges that repair hangar space is at a premium and is not intended for storage, and that Customer's failure to promptly pick up Customer Property can disrupt Toledo Jet's operations and cause lost revenue. Therefore, if Customer Property remains on Toledo Jet's premises more than 7 days after Toledo Jet has given Customer an estimate which Customer has not accepted, or more than 7 days after Toledo Jet has invoiced Customer (including without limitation Customer Property that Toledo Jet retains in enforcement of its lien rights), then in addition to the storage fee described in Section 2.d, Toledo Jet may charge Customer for Toledo Jet's estimated lost revenue resulting from storage of the Customer Property. Toledo Jet may store Customer Property inside or outside in Toledo Jet's discretion.

d. If any Customer Obligations are not paid in full within 90 days after the due date, then Toledo Jet has the right, but not the obligation, to either sell any or all Customer Property in any commercially reasonable manner (which may include a sale to Toledo Jet at its reasonable value, "as is" and "where is"), and to apply the amount realized from such sale against the costs of sale as well as any amounts due from Customer to Toledo Jet under such invoice or any other Customer Obligation. Customer remains liable for any deficiency.

e. Toledo Jet's rights under this Section 7 are in addition to, not in lieu of, any rights of Toledo Jet under applicable law, including without limitation Section 1333.41 of the Ohio Revised Code or Chapter 329 of Florida Statutes and Article 9 of the Uniform Commercial Code.

9. RENTAL ITEMS.

a. As a courtesy, Toledo Jet may from time to time arrange for Customer to rent items from a third party. Customer releases any claims it may have against Toledo Jet, and shall fully indemnify, hold harmless, and defend Toledo Jet with respect to any third party claims, relating to any third party items.

b. Toledo Jet may from time to time provide rental items to Customer (collectively, "Toledo Jet Equipment") with or without a separate rental charge. Customer accepts all Toledo Jet Equipment on an "as is, where is" basis. Customer shall use Toledo Jet Equipment in a careful manner in accordance with its manual, operating instructions, and all applicable law, and shall provide any required maintenance on Toledo Jet Equipment. Customer shall return all Toledo Jet Equipment in the same condition received, promptly upon request by Toledo Jet, but in no event more than 10 days after requested. Customer releases any claims it may have against Toledo Jet, and shall fully indemnify, hold harmless and defend Toledo Jet with respect to any third party claims, relating to Toledo Jet Equipment. Toledo Jet may charge Customer up to the replacement cost of any Toledo Jet Equipment that is not promptly returned or is lost, stolen, damaged, while in Customer's custody.

10. BREACH

Any one of the following acts by Customer shall constitute a material breach of Customer's obligations hereunder:

- a. Customer fails to make payment for any products or services in full when due;
 - b. Customer fails to accept conforming products or services supplied hereunder; or
 - c. Filing of a voluntary or involuntary petition in bankruptcy against Customer, the institution of any proceeding in insolvency or bankruptcy (including reorganization) against Customer, or an assignment for the benefit of creditors of Customer.
- In the event of Customer's material breach, Toledo Jet may (in addition to any other rights or remedies provided herein or at law or in equity), by written notice to Customer, terminate its obligations or any part thereof, without any liability to Toledo Jet. Customer shall pay all costs, including reasonable attorneys' fees, incurred by Toledo Jet in any action brought by Toledo Jet to collect payments owing or otherwise enforce its rights.

11. FORCE MAJEURE

Toledo Jet shall not be liable hereunder due to any cause beyond its control, including but not limited to acts of God, acts of civil or military authority, fires, epidemics, floods, riots, wars, insurrection, sabotage, terrorism, labor disputes, governmental actions, or inability to obtain materials, components, energy, manufacturing facilities, or transportation. In the event of any such delay, the date of delivery or performance hereunder shall be extended by a reasonable period of time.

12. GENERAL

- a. Toledo Jet estimates and charges for goods and services are confidential, proprietary information of Toledo Jet and may not be used or disclosed except for the purpose of purchasing goods and services from Toledo Jet.
- b. Customer represents to Toledo Jet that it is either the owner of all Customer Property delivered to Toledo Jet, or the agent of the owner, in either case with full power and authority to enter into an agreement according to these Terms.
- c. Electronic signatures are as valid as originals. An email, text message, or other electronic transmission from a representative of Customer accepting an estimate or otherwise authorizing Toledo Jet to perform services shall constitute Customer's signature.
- d. Customer agrees that it will comply with all applicable federal laws, regulations, and administrative rules of the United States, except as provided in Section 12.e below.
- e. United States or foreign government procurement requirements and regulations (federal, state or local, including but not limited to, certified cost or pricing data, Cost Accounting Standards, Defective Pricing, and Audit requirements) shall not be binding upon Toledo Jet unless specifically agreed to by an officer of Toledo Jet in writing.
- f. Any waiver by Toledo Jet of any default by Customer or of any remedy shall not be deemed to be a continuing waiver of such default or remedy, or a waiver of any other default or remedy.
- g. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, it shall be deemed amended the minimum amount necessary to permit its enforcement.
- h. These Terms, which include the documents incorporated by reference on the face hereof (but expressly does not include any of the terms and conditions of Customer's purchase order, specifications or any similar document issued by Customer) shall constitute the entire agreement between Customer and Toledo Jet with regard to the products or services sold hereunder, and expressly supersedes and replaces any prior or contemporaneous agreements, written or oral, relating to such products or services.
- i. The validity, performance and construction of these Terms, and any disputes arising from or relating thereto any transaction governed by these Terms, shall be governed by Ohio law, without reference to conflict of law principles. All disputes shall be subject to the exclusive jurisdiction of the Court of Common Pleas of Lucas County, Ohio (or, if there is exclusive federal jurisdiction, the United States District Court for the Northern District of Ohio, Western Division), and Customer consents to the personal and exclusive jurisdiction and venue of these courts, and waives any objection it may now or hereafter have to venue or convenience of forum. Process in any proceeding arising out of or relating to any transaction governed by these Terms may be served anywhere in the world. The United Nations Convention on the Sale of Goods, Uniform Commercial Code, and Uniform Computer Information Transaction Act shall not apply to these Terms.

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