

JETAIR SUPPORT STANDARD TERMS AND CONDITIONS FOR REPAIR AND MAINTENANCE SERVICES

1. Terms and Conditions

- 1.1 These Standard Terms and Conditions shall apply exclusively to all Customer Agreements and to all work performed by JetAir Support for the Customer.
- 1.2 The Customer's terms and conditions shall not become an integral part of the Customer Agreement, even if Jetair has not expressly rejected their applicability.

2. Turn-Around-Time and Labor

- 2.1 Turn-Around-Time (TAT) means the number of days to perform the work described on the "Work Scope Description".
- 2.2 The price listed reflects only the cost of labor to perform the work described. Any replacement (service-fix) parts shall be billed separately.

3. Non-Disclosure

- 3.1 Unless the parties otherwise agree in writing, any information, knowledge, or data (including but not limited to pricing and industrial processes) which the parties may disclose to each other shall be held in confidence and may not be either disclosed or used for any purpose except information which is in the public domain. The Customer shall not cause JetAir Support's proprietary information or trade secrets to be in the public domain.

4. Limited Warranty

- 4.1 JetAir Support, Inc. (Jetair) warrants to Customer that the work performed under the Customer Agreement will be free from defects in workmanship at the time that Jetair completes work on the repaired or refurbished part. This warranty shall remain in effect for a period of one year from the date of the end of repair (FAA Form 8130 issue date), or until such time as the warranted item is altered otherwise rendered unsuitable for its intended use.
- 4.2 JetAir warrants that all repairs will be done per the appropriate manufacturer's manual, FAA approved data, or as directed by the Customer. Defects and/or normal wear will be repaired. Base metal defects however are as is. If Jetair scraps a repairable part, the Customer will receive consideration of no more than our overhaul price.
- 4.3 Jetair shall not be liable for any defects if the part has been altered, overhauled, or repaired (or has been tampered with) by others than Jetair during the warranty period. This Limited Warranty does not apply to failure that is caused in whole or in part by the failure of another aircraft part or system.
- 4.4 Any defects caused by "poor" workmanship, our error or omissions, will be corrected at no charge. Jetair will pay all freight charges incurred in the return of the materiel from/to any point in the United States. There are no other warranties express or implied. No reimbursement or other compensation will be given for consequential damages, delay, or loss of use.
- 4.5 Customer shall defend, indemnify, and hold harmless Jetair for and against all losses, claims, suits, judgments, costs, and expenses, including but not limited to reasonable attorneys fees and all associated costs therewith, which may accrue against Jetair by virtue of a claim by a third party for injury or death to person or damage to property as a result of the negligence performance or non performance by Jetair of its obligations under this agreement, except to the extent that such injury, death, or damage is caused solely and directly to Jetair's recklessness or willful misconduct.
- 4.6 This warranty will not apply in cases where improper storage, installation, misuse, neglect, or an accident, or an act of war or terrorism rendered the product defective.
- 4.7 Jetair will interrupt its production schedule to accommodate "AOG" repairs. Your consideration toward our other customers will be greatly appreciated. A surcharge will apply and must be agreed to in advance.
- 4.8 This Limited Warranty shall be governed by the laws of the State of Florida. All enforcement action must be brought in Miami-Dade County, Florida, U.S.A.

5. Insurance

- 5.1 The Customer agrees to obtain and maintain in full force during the term of the Customer Agreement the following insurances: "All Risk's Insurance", "All Property Insurance", and comprehensive "Legal Liability Insurance" in favor of Jetair, its personnel, and/or Subcontractors. The Customer waives subrogation claims against JetAir Support and its subcontractors.
- 5.2 All parts shall be insured against loss or damage when shipped to or from JetAir Support.