



Payment Authorization Form

SECTION 1 – Operator Contact Information

Make Model: _____ Tail Number: _____ Serial Number: _____
Operator/Crew Point of Contact: _____ Contact Phone Number: _____
Operator/Crew Email Address: _____
Operator Mailing Address: _____

SECTION 2 – Maintenance/Inspections

- 1. _____
2. _____
3. _____
4. _____

SECTION 3 - Payment Information

Card type (select one):

- MasterCard American Express
Visa

Credit Card Holder Name: _____ Card Number: _____
Expiration date (MM/YYYY): _____ CVV (Security Code): _____ Billing Zip Code: _____
If Quoted, Amount Authorized: _____ (Credit Card Fee and Taxes added at final invoice)

SECTION 4 - Payment & Work Authorization

Customer signature: _____ Date: _____

By signing above, the authorized party is agreeing to the attached terms and conditions set forth in the master service agreement between operator and Jetmech Aviation Service, LLC and prices noted below:

- Any scheduled maintenance service requests: \$155.00 per man-hour at a two-hour minimum (must be scheduled 7 days in advance). Overtime & double time charges apply as noted below.
Aircraft on Ground (AOG) discrepancies will be invoiced at \$232.50 per hour at a two-hour minimum. Overtime & double charges apply as noted below.
Overtime charges at time and a half AOG and/or Standard rates apply to after business hours events past 1600 local to 0800 local and all weekends.
Double time standard rates applies to all nationally recognized holidays.
Admin fee of \$200.00 per maintenance event is applied to cover administrative and Quality Assurance functions.
All customer supplied parts will be marked up for 10% above retail.
3% fee for consumable & shop supplies will be added at the final invoice.
State and local taxes will be invoiced at current published rates.
\$200.00 per hour on all consulting requests. Minimum of 2 hours.

Email completed document back to Mxcontrol@jetmechaviation.com.



JETMECH AVIATION SERVICES, LLC MASTER SERVICES AGREEMENT

In this Agreement “you” and “your” refer Customer and “we”, “us” and “our” refer to Jetmech Aviation Services.

1. Applicability. This Agreement set out hereinafter shall apply, unless otherwise agreed in writing, to any and all repair, overhaul or servicing (“Services”) performed in respect to aircraft and parts thereof (“Equipment”). **Any addendum attached will define specific pricing and services above and beyond what is noted in the Master Service Agreement.**

2. Term. This Agreement shall be effective when signed by both parties and thereafter shall remain in effect until terminated by Jetmech Aviation Services or Customer as provided in this Agreement.

3. General Procedure. We will perform Services on your Equipment as provided via written proposal and/or verbal or electronic communication (the “Proposal”). Services will be in accordance with our standard commercial practices and may, with your concurrence, include Designated Engineering Representative (“DER”) repairs on non-rotating pads and assemblies and the use of PMA parts. We may use parts from our rotatable parts inventory to replace your repairable parts which will be repaired by us at your expense. If such removed parts are later scrapped, condemned or determined to be no-repairable, the parts will be disposed of at no expense to you and you will pay the list price for the replacement part, less any applicable exchange fee previously paid. Title to pads and material furnished by us will pass to you upon incorporation in the Equipment and, simultaneously, title to the parts replaced will pass to us. At Redelivery, we will provide you copies of all work records required by, as applicable, the FAA, JAA, CAA or other equivalent aviation authority (each, an “Approved Aviation Authority”) which we agree in writing.

4. Governmental Authorization. You will be the importer/exporter of record of the Equipment and, unless we otherwise agree in writing, you will be responsible for obtaining all necessary import/export licenses, permits and other required authorizations. All Delivered items (including technical data) shall at all times be subject to U.S. Export Regulations, International Traffic in Arms Regulations of the U.S., and applicable U.S. Customs Regulations. You will not dispose of USA-origin items furnished by us (including technical data) other than in and to the country of ultimate destination specified in the Proposal, government license(s), and authorization(s), except as law and regulation permit.

5. Taxes. You agree to pay all taxes, duties, fees, charges or assessments of any nature (but excluding income taxes) assessed or levied in connection with performance of this Agreement.

6. Prices/Payment. Our prices for Services are stated in U.S. Dollars and shall be at the rates quoted to you in a proposal, Jetmech Credit Card Authorization form, or attached addendum, if any. Any scheduled maintenance service provided that is not specifically priced in a proposal or addendum shall be charged at \$155.00 per man-hour at a two-hour minimum during published hours of operation scheduled a minimum in a week advance notice. Consulting is \$200.00 per hour at a two-hour minimum. Aircraft on Ground (AOG) discrepancies will be invoiced at \$232.50 per hour at a two-hour minimum. AOG is constituted as a less than 24-hour request for maintenance. Overtime charges at time and a half standard and/or AOG rates apply to after business hours events past 1600 local to 0800 local and double time standard rates applies to all nationally recognized holidays also including Xmas Eve and New Year’s Eve. Admin fee of \$200.00 per maintenance event is applied to cover administrative and Quality Assurance functions. 3% fee for consumable & shop supplies will be added at the final invoice. Payments for any OEM warranty claims in Jetmech work orders will be the operator’s responsibility to meet the net 30-day terms set forth in this agreement and any difference between warranty allotments and final invoice will be operator responsibilities. Payment on all invoices are due upon completion of work performed unless Net 30 Days terms previously agreed upon have been accepted by both parties as annotated in the applicable addendum of the repaired Equipment and shall be paid by credit card, check, money order, or a wire transfer, immediately available for use and without set-off. If a credit card is used for payment a 3% service charge is added to final invoice. If your account becomes delinquent beyond Net 30 Days, you will agree to pay 10% each additional 30 days on the overdue balance.

7. Excusable Delay. You will excuse us from, and we will not be liable for, any delay in performance due to causes beyond our reasonable control and, in the event of such delay, we may invoice you for all completed Services. If you cause a delay, your Equipment may be removed from Service, which may result in a greater than day-for-day delay in the completion of Services.

8. Warranty. We warrant that for a period of 90 days after the date of Redelivery the work performed on the Equipment will be free from defects in workmanship and conform to final specifications, plans and drawings that the parties have agreed in writing to be a part of this Agreement. You will send us written notice of a defect within thirty (30) days of discovering it. If we reasonably determine that the work performed does not meet this warranty then we will promptly, at our option, either (a) repair the defective work, (b) replace the defective items, or (c) refund the repair price allocable to the defective work. The warranty period on any such repaired or replaced item will be the unexpired portion of the warranty the initially repaired item. You will send the defective item, freight prepaid, to the location we specify. We will reimburse reasonable freight charges you incur for transportation for repairs covered by this warranty. **This warranty is exclusive and in lieu of all other warranties including warranties or merchantability and fitness for a particular purpose. We will not be responsible for incidental, indirect, special or consequential damages.** This warranty is not assignable without our written consent and is applicable only if, following Redelivery, the Equipment (a) has been transported, stored, installed, operated, handled, maintained and repairs in accordance with Airworthiness Directive and the then-current recommendations of the Equipment manufacturer as stated in its manuals, Service Bulletins or written instructions; (b) has not been altered, modified, or repaired by anyone other than us; and (c) has not been subjected to accident, misuse, abuse or neglect.

9. Indemnity.

By Jetmech Aviation Services. We shall indemnify, defend, save, and hold harmless Customer and its Affiliates, Parent, subsidiaries and their respective directors, officers, and employees from and against any and all responsibilities, liabilities, claims, demands, suits, judgments, losses, damages, costs, and expenses for any loss of damage to, or destruction of any property (including the Engines) or any injury to or death of any person arising from JECTMECH AVIATION SERVICES negligence, misconduct, or performance of its obligations under this Agreement; provided however, JETMECH AVIATION SERVICES shall not be required to indemnify Customer for any claims or liabilities arising from Customer’s negligence or misconduct. JETMECH AVIATION SERVICES shall indemnify, defend, save, and hold harmless Customer and its Parent, subsidiaries, Affiliates, and their respective directors, officers, and employees from and against all claims and liabilities resulting in injuries or damages suffered by employees of JETMECH AVIATION SERVICES in connection with the performance of Services hereunder.

By Customer. Customer shall indemnify, defend, save, and hold harmless JETMECH AVIATION SERVICES, its Parent, Affiliates, directors, officers, servants, and employees thereof, from and against any and all responsibilities, liabilities, claims, demands, suits, judgments, losses, damages, costs and expenses for any loss of, damage to, or destruction of any property (including Engines) or any injury to or death of any person arising from Customer’s use, operation, repair, maintenance, or disposition of the Engines; provided, however, Customer shall not be required to indemnify JETMECH AVIATION SERVICES for any claims or liabilities arising from JETMECH AVIATION SERVICES negligence or misconduct or breach of its obligations arising under this Agreement. Customer shall indemnify, defend, save and hold harmless JETMECH AVIATION SERVICES, its Affiliates, directors, officers, servants, and employees thereof from and against all claims and liabilities resulting in injuries or damages suffered by employees of Customer in connection with the performance of their respective employment with Customer.

10. Limitation of Liability.

Notwithstanding anything to the contrary in this agreement the total liability of JETMECH AVIATION SERVICES shall not



JETMECH AVIATION SERVICES, LLC MASTER SERVICES AGREEMENT

exceed the dollar value of the Equipment immediately prior to the failure precipitating such claim. **NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUE OR PROFITS, COSTS OF CHARTER, DIMINUTION IN VALUE OF AIRCRAFT OR OTHER PROPERTY, AND LOST OPPORTUNITY COSTS.**

11. Information, Trademarks. Unless agreed in writing, any information shared with each other shall be held in confidence and may not be disclosed to others. This does not apply to information which is or becomes part of the general public knowledge other than as a result of breach of any confidentiality obligation or which was known prior to receipt from the non-disclosing party. This Agreement does not give either party the right to use the trademarks of the other or grant any rights to any patent owned or licensed by the other party.

12. Termination. Either party may terminate this Agreement upon thirty (30) days written notice without cause. We may terminate this Agreement without advance notice if you (a) fail to make any of required payments when due, (b) make any agreement with your creditors due to your inability to make timely payment of your debts, (c) enter into compulsory or voluntary liquidation, (d) become insolvent, or (e) become subject to the appointment of a receiver of all or a material part of your assets. Upon any such termination, you will not be relieved of your obligation to pay for Services performed.

13. Effect of Termination. Upon termination of this Agreement, Customer shall promptly pay all amounts payable to Jetmech Aviation Services for Services rendered and out-of-pocket expenses incurred up to the date of termination. Notwithstanding anything to the contrary set forth herein, the terms and conditions of this Agreement shall survive the termination of this Agreement with respect to each then-current Proposal.

14. Customer Furnished Material. You may supply mutually agreed quantities and types of parts to use as "Customer Furnished Material", if furnished with an Approved Aviation Authority serviceability tag and ready for immediate use. If your delay in providing material would delay our performance, we may supply such parts and material at your expense. Customer Furnished Material will be assessed a 15% surcharge at the time of the installation based on Manufacturer's Suggested Retail Price ("MSRP"). For rebuilt, reworked, overhauled or refurbished parts where there is no MSRP, Jetmech Aviation Services, at its sole discretion, will determine the basis for the surcharge. Customer furnished parts must be accompanied by a properly executed release for return to service in accordance with FAA regulations. If such release or documentation is not supplied, any overhaul, upgrade, certification or repair necessary to be in compliance must be accomplished prior to installation of the parts. Any such overhaul, upgrade, certification or repair is the sole responsibility of the Customer. Jetmech Aviation Services disclaims any and all liability for customer furnished parts and specifically excludes any and all express, implied or statutory warranties for such parts including, but not limited to, the warranties of merchantability and fitness for a particular purpose. Customer waives any claim of or right to any cause of action against Jetmech Aviation Services, its employees, directors, officers, agents and subcontractors, for the performance of such parts and installation by Jetmech Aviation Services without inspection of such parts. Jetmech Aviation Services will not assume responsibility for airframe/customer hardware sent with the engine. Every effort will be made, however, to return these items to the customer freight collect.

15. Dispute Resolution and Governing Law. This Agreement shall be governed by the law of the State of Washington, excluding its conflict of law provisions. We will try to amicably resolve any dispute relating to this Agreement within sixty (60) days. In the event we do not, the dispute will be settled by binding arbitration in accordance with the Commercial Arbitration Ruled of the American Arbitration Association. Either of us may take appropriate legal action as may be required for the enforcement of such arbitration award.

16. General Provisions.

Right to Sub-Contract. We have the right to subcontract any Service to any subcontractor properly certified and rated by the Approved Aviation Authority.

Assignment. This Agreement may not be assigned without the prior written consent of the other party, except that your consent will not be required for an assignment by us to one of our affiliates.

Waiver of Immunity. If you are incorporated or based outside the United States, to the extent that you or any of your property becomes entitled to sovereign or other immunity from any legal action, you waive your immunity in connection with this Agreement.

Language Notices. All correspondence, communication and documentation required or permitted to be given regarding this Agreement will be in English and in writing, and shall be sent via prepaid overnight or courier service to the below address. Customer information below is used as the "bill to" address. Notices are deemed given on receipt or attempted delivery. Notices and communication regarding Proposals and authorizations to perform Services may be delivered in person or via e-mail.

To: Jetmech Aviation Services:

8285 Perimeter Road South

Seattle, WA 98108

Email: Kelly@jetmechaviation.com

Non-Waiver of Rights and Remedies. Failure or delay in the exercise of any right or remedy under this Agreement will not waive or impair such right or remedy. No waiver given will require future or further waivers.

Entire Agreement. Any portion of this Agreement determined to be contrary to any controlling law, rule or regulation shall be revised or deleted and the remaining balance of this Agreement will remain in full force and effect. In the event of a conflict between the Proposal and this document, this counterparts, each treated as the same binding agreement which shall be effective upon execution.

Foreign Registry. Jetmech Aviation Services standard proposals are based in a US registered aircraft. If the aircraft remains in foreign registry, then Jetmech Aviation Services will perform all work in accordance with standard and approved U.S. requirements and the customer will be responsible for obtaining all approvals and certifications necessary to satisfy their local regulations. Jetmech Aviation Services will support certification requirements at the customer request and approval on a time and material basis.