

## **SERVICE ORDER TERMS & CONDITIONS:**

**SERVICE ORDER/REVISION AUTHORIZATION:** These Service Order Terms and Conditions apply to all work performed upon the Aircraft by Karni Aerospace Inc. (KAI).

**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:** All applicable Taxes, state or local taxes and all duties, imports, tariffs, or other similar levies shall be invoiced to and paid by the Customer except when the Customer provides the appropriate certificate of exemption.

**EXCUSABLE DELAY:** KAI shall not be responsible for any delay outside its reasonable control, including but not limited to any due to additional discrepancies discovered in the course of the work, changes in the work scope at Customer's request, or conditions beyond its control, such as fire, explosion, riot, acts of God, civil disturbances, floods, earthquakes and other similar casualties.

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

**KAI LIMITED WARRANTY:** Subject to the limitations stated below, KAI warrants parts and labor for six months. Customer's sole remedy and the entire extent of KAI's liability under this limited warranty shall be (i) re-perform the applicable labour if found defective by KAI in its sole discretion; and/or (ii) the repair and/or replacement of parts, at KAI's Centre's option, in accordance with the terms of the Karni Aerospace Parts and Distribution (KAPD) Spares Warranty. This limited warranty does not extend to manufacturer's and vendor's parts that are outside the KAPD 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 KAI in this limited warranty shall be the exclusive remedies for any breach of warranty. In addition, neither party shall be liable for any punitive or consequential damages that arise from this agreement, including any damages for diminished value, or loss of use or profits.

**AIRCRAFT STORAGE:** KAI does not represent or agree that the Aircraft will be stored in a hangar, absent a specific agreement in writing. Aircraft left on KAI property after release or without necessary work authorizations are subject to reasonable storage charges.

**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 KAI proposal for all or part of the work.

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