

TERMS AND CONDITIONS

Work Authorization Standard Terms and Conditions of Sale

1. EXPRESS LIMITED WARRANTY. Thrust Tech Accessories (“TTA”) warrants its workmanship ("Services") to conform to final specifications, plans, and drawings agreed in writing to be a part of this Agreement. This express limited warranty and the liability of TTA for breach of warranty shall be limited to correcting or repairing such portions of its labor and replaced parts that are not in accordance with said specifications, plans or drawings. Customer's sole remedy hereunder is limited to those labor charges of TTA personnel required for the adjustment, repair, or corrective work or the replacement of a defective article/ parts. The period of this express limited warranty on such repaired articles or Services shall be the unexpired term of the original express limited warranty. (See Warranty Policy Addendum, Page 8)

No warranty is given with respect to parts, components and products not manufactured by TTA; however, TTA will endeavor to obtain the best possible warranties from its vendors in favor of TTA and/or its customers.

THIS EXPRESS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL EXPRESS, IMPLIED, OR STATUTORY (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE). THIS EXPRESS LIMITED WARRANTY IS THE ONLY WARRANTY GIVEN UNLESS OTHER WARRANTIES ARE ATTACHED TO THIS AGREEMENT AND MADE A PART HEREOF. NO AGREEMENT EXTENDING THIS EXPRESS LIMITED WARRANTY SHALL BE BINDING UPON TTA UNLESS IN WRITING AND SIGNED BY ITS DULY AUTHORIZED OFFICER OR REPRESENTATIVE.

2. LIMITATION OF LIABILITY AND PROHIBITION OF CONSEQUENTIAL DAMAGES: TTA LIABILITY ON ANY CLAIM OF ANY KIND, INCLUDING NEGLIGENCE OF TTA, FOR ANY LOSS (INCLUDING DEATH) OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM THE MANUFACTURE, SALE, REDELIVERY, RESALE, REPAIR OR USE OF ANY ARTICLE OR SERVICES COVERED BY OR FURNISHED UNDER THIS AGREEMENT SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE ARTICLE OR SERVICES WHICH GIVES RISE TO THE CLAIM. ANY SUCH LIABILITY SHALL BE CONDITIONED ON CUSTOMER PROVIDING PROMPT WRITTEN NOTICE TO TTA OF ANY CLAIM AND, IN ANY EVENT, WITHIN 90 DAYS FROM THE DATE OF OCCURANCE OF THE CLAIM UNLESS THE PARTIES HAVE AGREED IN WRITING TO A DIFFERENT CLAIM PERIOD. THE PARTIES AGREE THAT UNDER NO CIRCUMSTANCES SHALL TTA BE LIABLE TO THE CUSTOMER FOR INDIRECT, INCIDENTAL,

CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF USE, OR ANTICIPATED PROFITS, DIMINUTION OR LOSS OF VALUE, OR THE COSTS ASSOCIATED WITH SUBSTITUTION OR REPLACEMENT AIRCRAFT.

Except as expressly provided to the contrary in writing, the provisions of this Agreement are for benefit of the Parties and not for the benefit of any other person.

3. CURRENCY, COMMERCIAL TERMS, TAXES. The Cost Estimate and all other prices are quoted in U.S. dollars and payable in United States funds. Commercial terms used in this Agreement shall have the definitions issued by the International Chamber of Commerce in its publication INCO TERMS 2000 (see: <http://www.iccbooksusa.com/index.cfm>). The Cost Estimate and all other prices are based on delivery of the Aircraft Parts to TTA repair facility, Delivered Duty Paid (DDP, or "Delivery") and the redelivery of the Aircraft Parts to Customer after completion of the Services, ExWorks TTA facility (EXW, or "Redelivery"). The Cost Estimate and other prices do not include transportation, insurance, taxes, impost or other similar charges. The amount of all Federal, State or local taxes applicable to the sale, possession, use, or transportation of the articles sold or the Services performed and all duties, imposts, tariffs, or other similar levies shall be added to the prices and paid by the Customer, except where the Customer shall furnish an appropriate certificate of exemption to TTA prior to TTA payment of applicable taxes or other government charges of the sort listed above.

4. COST ESTIMATE, CREDIT, PAYMENT. TTA execution of this Agreement and scheduling of Services on the Aircraft in exchange for payment of the Cost Estimate are conditioned upon approval by its Credit Department. Customer agrees that the Cost Estimate set forth on page one of this Agreement is an estimate and that the final cost shall be set forth in invoices issued to Customer by TTA. TTA agrees to contact Customer prior to provision of Services the cost of which would be substantially in excess of the Cost Estimate. All payments shall be made in full upon Redelivery except where TTA and Customer have agreed in writing to credit terms and/or scheduled advance payments. TTA shall issue to Customer subsequent supplementary invoices reflecting the actual charges and balances as soon as practicable and shall, prior to issuing invoices and statements, reconcile them with the amounts previously invoiced to Customer and/or paid. All balances shall be payable net thirty (30) calendar days of invoice date. All sums past due shall bear Interest at the rate of 2.5% per month/25% per year. All turnaround/ lead times are estimates only and not guaranteed.

5. PMA PARTS. Customer agrees that FAA PMA approved parts may be used in the repair, maintenance, overhaul or alteration of the Aircraft, engine or component thereof.

6. TEARDOWN AUTHORIZATION/ DISAPPROVAL: Unless otherwise specified on repair order, all repairs and overhauls are considered authorization to disassemble articles upon receipt. TTA holds no obligation to reassemble articles if quote/estimates are not approved

6. CHANGES. Customer may request changes or additions to the Services and/or any applicable drawings, specifications, and/or designs, provided that such changes or additions are documented on a TTA Work Order, Agreement Amendment, or other contract/Proposal addendum, and signed by Customer and an authorized TTA representative. Any change or addition may affect price and date of Redelivery. Any change in price shall be borne by Customer. It is understood that all prices are based on straight time labor costs; any changes requested by Customer necessitating an overtime expense will be deemed a change under this paragraph.

7. TITLE/LIEN. Title to furnished parts, material, and associated labor shall pass to Customer upon Redelivery. Customer grants to TTA a security interest, and Customer agrees to execute any documentation required to perfect such interest, in all property owned by Customer (including Customer's beneficial rights in property leased by Customer) and in possession of TTA to secure amounts owing to TTA now and in the future. Customer agrees that notwithstanding language of page 3 regarding progress payments, TTA may retain possession of Aircraft Parts until all invoices are paid in full or fully take ownership to satisfy debt to TTA if TTA chooses to do so in accordance with applicable Florida Lien Laws. After 90 days of a submitted estimate by TTA to customer without approval/ disposition or 90 days without collection of property, article will be subject to storage fees of \$40.00 USD per day until a threshold of 180 days is reach which at this time TTA holds the right to dispose of property after notice or per Lien parameters take ownership of customer property. TTA agrees to use commercial reasonability in exercising this right.

8. GOVERNMENTAL AUTHORIZATIONS. In all cases, Customer shall be the importer or exporter of record and shall be responsible for timely obtaining any required governmental authorization such as import license, export license, exchange permit, or any other required governmental authorization. If Customer asks TTA to assist, Customer agrees to pay TTA invoices for provision of such Services, but Customer shall remain importer or exporter of record. TTA shall not be liable if any authorization is delayed, denied, revoked, restricted, or not renewed, and Customer shall not be relieved of its obligation to pay for the Services provided by TTA to Customer. All articles, parts or equipment delivered shall at all times be subject to the U.S. Export Administration Regulations (“EAR”), International Traffic in Arms Regulations (“ITAR”), and/or customs regulations and laws of the U.S. Customer agrees not to dispose of U.S. origin items provided by TTA other than in and to the

country of ultimate destination specified in Customer's purchase order and/or approved government licenses(s) or authorizations(s), except as said laws and regulations may permit.

9. INDEMNIFICATION. Customer shall indemnify and hold TTA, its employees and agents harmless for loss of or damage to the Aircraft & Aircraft Parts, including the Services provided to the Aircraft Parts pursuant to this Agreement, for any reason or cause whatsoever while the Aircraft Parts is in the possession and/or control of TTA or on the premises of TTA. Notwithstanding the foregoing, TTA shall indemnify and hold Customer harmless for loss of or damage to the aircraft parts occurring while it is not in flight provided such loss or damage to the Aircraft Parts is solely, directly, and proximately caused by the negligence of TTA, provided that in no event shall TTA indemnity or liability exceed the price allocable to the Services provided by TTA, article or part which gives rise to a claim for loss or damage to the aircraft. Customer shall indemnify and hold TTA harmless from the payment or imposition of any tax or levy imposed on any articles sold, or for any Services performed, plus penalties, interest, and/or reasonable attorney's fees connected with the imposition of any such tax or levy. Customer/ Operator retains responsibility for continued airworthiness and proper installation.

10. REPRESENTATION. Customer's representatives shall have access during normal business hours to TTA facilities and the Aircraft Parts while the Services is being accomplished, within reason and with prior notice. TTA regulations concerning employees and facilities shall be observed by such representatives. Only authorized TTA representatives may agree to changes in or additions to the Services subject to Paragraph 6 above. Customer's representatives shall not have access to any portion of TTA facilities which may be restricted by U.S. Government security regulations, or by TTA.

11. PROPRIETARY INFORMATION. The information contained in this document is TTA Proprietary Information and is disclosed in confidence. It is the property of TTA and shall not be used, disclosed to others, or reproduced without express written consent of TTA. If consent is given for reproduction in whole or in part, this notice shall appear on any such reproduction. The information contained in this document may also be controlled by the U.S. export control laws and regulations such as the EAR and ITAR, and is subject to Paragraph 9 above. Unauthorized export or re-export is prohibited.

12. FORCE MAJEURE: TTA shall not be liable for delays in delivery, performance, or failure to perform, manufacture or Redeliver due to causes beyond its reasonable control, or acts of God, acts of the Customer, acts of government or military authority, delays in transportation, shortages, or in ability due to causes beyond its reasonable control to obtain necessary labor, materials, utilities, components, or manufacturing facilities. In the

event of any such delay, the date of performance/Redelivery shall be extended for such period of time as may be reasonably necessary to compensate for such delay.

13. DEFAULT. Should events occur which would give rise to a claim by Customer that TTA has breached this Agreement or is otherwise in default, Customer first shall give TTA a thirty (30) calendar day written notice of such claim. Before Customer may submit such claim to any dispute settlement process, TTA shall have the thirty (30) calendar day period to cure any claim and avoid any liability to Customer. Customer's breach or failure to pay any sum due under this Agreement or any other agreement or contract with TTA regardless of when the agreement or contract was entered into, will at TTA sole option if the breach or nonpayment is not cured within ten (10) calendar days after written notice of the breach, constitute a default of this Agreement and all other agreements and contracts between Customer and TTA. In such an event, TTA may at its option withhold performance under this Agreement and any or all of the other agreements and contracts until a reasonable time after all defaults have been cured, and/or take any other action permitted bylaw.

14. WAIVER. Failure by TTA to assert all or any of its rights upon any breach of this Agreement shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, not shall any waiver be implied from the acceptance of any payment or services. No written waiver of any right shall extend to or affect any other right TTA may possess, not shall such written waiver extend to any subsequent similar or dissimilar breach.

15. SEVERABILITY. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

16. ASSIGNMENT. The assignment of the Agreement or a related purchase order, or any related rights or obligations, by either Party without prior written consent of the other Party shall be void. Notwithstanding the above, Customer's consent shall not be required for the substitution of a subsidiary or affiliated company of TTA in the place of TTA as the contracting Party and/or the recipient of payments pertaining to all or any part of any purchase order. Should such substitution occur, Customer shall be notified thereof in writing.

17. TITLES/SUBTITLES. The titles and subtitles given to paragraphs of this Agreement are for convenience only and shall not in any manner be deemed to limit or restrict the context of the paragraph to which they relate. The words "hereof", "hereunder", "herein", "herewith",

and similar terms are not to be deemed restrictive and refer to the entire Agreement including all Exhibits.

18. MODIFICATION. This Agreement may only be modified, supplemented, or amended by a writing duly signed by an authorized representative of both Parties hereto.

19. ENTIRE AGREEMENT, AUTHORITY, EXECUTION. This Agreement is intended to be the complete and exclusive statement between the Parties of the Services to be provided and the applicable terms and conditions. No prior Proposals, statements, negotiations, warranties, course of dealing, or usage of trade are part of this Agreement. TTA objects to Customer's inconsistent or additional terms, however stated, and such shall not be part of this Agreement unless TTA specifically accepts them in writing. ANYONE SIGNING FOR THE CUSTOMER REPRESENTS THAT SHE OR HE IS EMPLOYED BY THE CUSTOMER IN THE CAPACITY INDICATED AND IS UNEQUIVOCALLY AUTHORIZED TO BIND THE CUSTOMER TO THE AGREEMENT. This Agreement may be executed via counterparts signed by each Party on different dates in different places, which later are exchanged via mail or facsimile. This Agreement shall enter into force on the date when executed by the second Party to sign.

20. APPLICABLE LAW. This Agreement shall be interpreted and the rights and liabilities of the Parties determined in accordance with the law of the State of Florida, U.S.A., without regard to conflicts of law principles. The Parties consent and hereby submit to the exclusive jurisdiction of the state and federal courts, located in the county where TTA facility is located, for a determination of any and all issues between them relating to this Agreement or its subject matter, provided that the mediation of Paragraph 22 is carried out prior to filing suit in court. CUSTOMER HEREBY WAVES 1) THE RIGHT TO A JURY TRIAL IN ANY AND ALL PROCEEDINGS; 2) ANY AND ALL OBJECTIONS TO VENUE AND INCONVENIENT FORUM IN THE STATE AND FEDERAL COURTS REFERRED TO IN THIS PARAGRAPH; AND 3) ANY AND ALL OBJECTIONS TO SERVICE OF PROCESS BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, OR EQUIVALENT COMMERCIAL COURIER SERVICE.

21. DISPUTE SETTLEMENT.

Resolution by Senior Management. If a dispute, claim, or controversy arising out of or relating to the Agreement occurs (the "Dispute"), either Party shall give written notice to the other Party requesting that senior management attempt to resolve the Dispute, provided however that if Customer alleges TTA to have defaulted, it shall observe the requirements of Paragraph 15 above prior to seeking dispute settlement. Within fifteen (15) calendar days after receipt of such notice, the receiving Party shall submit a written response. Both the notice and the response shall include a statement of the applicable Party's position and a summary of reasons supporting that position. The Parties shall cause senior management

to meet within thirty (30) calendar days after receipt of the notice, at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to use commercially reasonable efforts to resolve the Dispute in good faith.

Mediation. Except as provided below, no Party shall commence any action in court with respect to any Dispute until 30 calendar days after the Parties have in good faith mediated the Dispute as set forth below. Any Party may initiate mediation by written request on or after the 45th calendar day after one Party's receipt of the initial written notice of the Dispute. If the Parties cannot agree on a mediator or the rules for mediation, either Party may request the American Arbitration Association ("AAA") to select the mediator and conduct the mediation at a location within five miles of the TTA facility pursuant to its Commercial Mediation Rules then in effect. The costs and fees of the mediator shall be shared by the Parties equally. The mediation shall occur within 60 calendar days of the receipt of the notice requesting mediation and shall continue uninterrupted for a period of eight (8) hours unless either: 1) the mediator determines that further negotiation would be futile; or 2) the Parties resolve the Dispute earlier. The Parties by written agreement may extend or modify the dates or conditions of mediation.

Confidentiality: No statements made in connection with the Dispute settlement process set forth in this Paragraph shall be admissible in any proceeding, nor shall they be disclosed to any third Party except as required by law or as the Parties otherwise agree in writing.

22. IMPORT/EXPORT PROVISIONS. Customer agrees to comply with all applicable export, import and sanctions laws, regulations, orders, and authorizations, as they may be amended from time to time, applicable to any export (including re-export) or import of products or technical information covered by this agreement ("Items"), including without limitation the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), U.S. Foreign Corrupt Practice Act and regulations and orders administered by the Treasury Department's Office of Foreign Assets Control (collectively, "Export/Import Laws"). Customer agrees that it will obtain the written agreement of any party ("End User") to which it sells or transfers any Items covered by this agreement to the foregoing requirement, including the requirement for the End User to flow-down these provisions to any subsequent transferee or acquirer of the Items.

Addendum 1:

WARRANTY POLICY

Thrust Tech Accessories (TTA) offers warranty for all of its repairs and overhaul services.

- OVERHAUL WARRANTY POLICY: Most overhauls come with a 1 year / 12 months warranty. Starter Generators, Alternators, Motors come with a 6 month warranty for overhauls. Stab Actuators come with a 6 month/ 500HR warranty. Warranty is based on normal wear and tear. It excludes FOD, improper installation, misuse/ operation outside of limits or excessive usage.
- REPAIR WARRANTY POLICY: All repairs come with a 6 month warranty applicable to only the parts replaced/ serviced. Should non replaced/ serviced items fail, warranty would not cover those items or labor.
- SPECIAL WARRANTY POLICY FOR 10-381550-SERIES IGNITION EXCITER: This unit is covered by a 2 year / 24 months warranty for overhaul. (-1,-2,-4,-5 & -22)
- BENCH TEST or FUNCTIONAL TESTING CARRY NO WARRANTY.
- SALES WARRANTY POLICY: Piece part sale warranty or return policy is case by case.
- Warranty periods begin from date of 8130/EASA cert TTA issues. Special considerations can be considered based on type of unit and communication by customer. Any warranty extensions would need to be in writing by TTA through email only.
- Warranty requests must come from original customer.
- In event of a warranty claim that is accepted, TTA will only rectify the failure and return unit back in repaired condition only with continued time. No re-overhauls will be covered.
- In the event a warranty is determined to be due to material not replaced during last service. Warranty would not be granted as the failure is not workmanship but material that finally failed.
-
- Use of PMA parts is preferred and regularly used in our overhauls and repairs unless directly expressed in writing and confirmed by TTA team members. Failure to ensure no PMA usage is used at point of quote approval is up to the customer and not TTAs responsibility. As OEM requirements fall outside of our normal processes.
- Contact TTA for further explanations if needed. ttasales@thrusttech.com