

I, as the aircraft registrant and/or authorized agent of the aircraft registrant of the aircraft described herein, hereby authorize RELIABLE JET MAINTENANCE LLC, its agents and employees, to undertake and perform all repairs detailed herein, together with all necessary parts, materials and supplies required in order to effectuate same. RELIABLE JET MAINTENANCE LLC, its agents and employees, is/are further authorized to operate said aircraft for the purpose of testing and inspection. I understand and agree that all labor, parts, materials, supplies and work are performed payable upon invoice. In the event that payment is not made upon delivery of the aircraft, same shall be subject to a finance charge of 18% per annum, together with a parking fee of \$100.00 per day for aircraft, which I expressly agree to pay. In order to secure payment for all such parts, labor, material, supplied and work RELIABLE JET MAINTENANCE LLC is hereby granted an express mechanics lien per s329.51 and ch. 713, part II, Fla. Stats. Possession of the aircraft, any parts, receipt of cores or exchange or thereof, the aircraft logs and records in whole or in part shall be deemed current possession of the aircraft. In the event that it becomes necessary for RELIABLE JET MAINTENANCE LLC to employ the services of an attorney to enforce its rights hereunder to collect any balance due, or otherwise arise hereunder, the owner and/or agent agrees to pay all court costs and reasonable attorneys' fees incurred with regard thereto by RELIABLE JET MAINTENANCE LLC. RELIABLE JET MAINTENANCE LLC is relieved of all responsibility for all loss or damage to said aircraft or articles left therein in the event of fire, theft or any other cause beyond the direct control of RELIABLE JET MAINTENANCE LLC.

1. Representation of Authority.

Aircraft Registrant/Aircraft
Registrant/Owner (as identified in the Work Authorization) hereby represents to Reliable Jet Maintenance; LLC ("RJM") that either she/he owns the aircraft described in the Work Authorization (the "Aircraft") or is the authorized agent for the Aircraft Registrant/Owner of such aircraft to enter into the Work Authorization.

2. <u>Scope of Services, Rates</u>.

- (a) RJM shall accomplish the maintenance services requested by Customer of the Work Authorization and as otherwise authorized by Aircraft Registrant/Owner and accepted by RJM (the "Services"). RJM shall have the right to subcontract to other qualified repair or overhaul facilities the performance of part or all of the Services.
- (b) The rates and charges for labor and parts provided by RJM and by third party

suppliers shall be set forth in, as applicable, the Work Authorization, any supplemental Work Authorization Form signed by parties, or as otherwise agreed. Absent a specific agreement establishing the amounts of rates and charges, RJM and Aircraft Registrant/Owner agree that such amounts shall be equal to RJM's standard rates and charges.

3. <u>Delivery: Unavoidable Delays.</u>

- (a) Unless otherwise provided in the Work Authorization, the execution of the Work Authorization shall evidence the delivery of the Aircraft by Aircraft Registrant/Owner to RJM for the performance of the Services (the "Delivery").
- (b) At the Delivery of the Aircraft to RJM, Aircraft Registrant/Owner shall provide to RJM complete and accurate information, specifications and documents relevant to the Aircraft as requesting by RJM, including, without



- limitation, log books and maintenance records.
- (c) RJM shall not be liable for delay or failure in the performance, in whole or part, of the Services if such failure is caused by public enemy fire, flood, strikes, or other labor disputes (whether at RJM's facility or elsewhere), riots, insurrection, delays occasioned by suppliers or subcontractors, or any other cause beyond the control of RJM not specifically mentioned herein.

4. Payment: Redelivery: Interest.

- (a) Aircraft Registrant/Owner shall make full payment to RJM in United States Dollars, of all amounts owing by Aircraft Registrant/Owner as a result of the performance of the Services.
- (b) Unless RJM and Aircraft
 Registrant/Owner expressly agree
 otherwise in the Work Authorization, all
 amounts owing by Aircraft
 Registrant/Owner to RJM shall be due
 and payable upon the completion of the
 Services and a condition of the
 redelivery of the Aircraft to Aircraft
 Registrant/Owner.
- (c) RJM shall have the option of allowing Aircraft Registrant/Owner to take such redelivery prior to Aircraft Registrant/Owner making full payment for the Services; provided, however, that the Aircraft Registrant/Owner's right to delay making full payment until after redelivery is conditioned upon (i) RJM expressly agreeing in the Work Authorization to allow such delayed payment and (ii) the agreement that under no circumstances shall full payment be delayed beyond (10) days after the redelivery of the Aircraft, RJM may file a lien claim against the Aircraft to ensure the fulfillment of the Aircraft Registrant/Owner's repayment obligations.
- (d) Aircraft Registrant/Owner shall be obliged to pay interest on all amounts not paid when due at the rate of one and

one-half percent (1.5%) per month (eighteen percent (18%) per annum).

5. <u>Limited Exclusive Warranty and</u> Waiver of Damages.

- (a) RJM hereby warrants that the Services performed pursuant to this Agreement shall be free of defects in workmanship for a period of thirty (30) days after the redelivery of the Aircraft by RJM to Aircraft Registrant/Owner.
- (b) The foregoing warranty (the "limited Warranty") is confined only to the workmanship of RJM, and does not extend to a warranty of the quality or fitness of any parts, components or equipment manufactured by any entity other than RJM, in regard to such parts, its sole and exclusive remedy and right to recovery shall be against the subject manufacturer or supplier.
- (c) The Limited Warranty provided above by RJM is conditioned upon (i) Aircraft Registrant/Owner providing to RJM (at the address first set forth above, attention: Manager) written notice specifying the purported defect in workmanship; and (ii) Aircraft Registrant/Owner, within ten (10) days after providing such written notice RJM, delivering the Aircraft (or the pertinent portion thereof) to RJM for correction of the purported defect in workmanship.
- (d) Warranty claims shall be excluded when the Aircraft has been exposed or subjected to any of the following (i) any maintenance, repair, installation, storage, operation, or the use which is improper or otherwise not in compliance with the manufacturer's instructions or applicable law or regulations; (ii) any alteration, modification or repair by anyone other than RJM without RJM's prior written consent, which shall not be unreasonably withheld; or (iii) any accident, foreign object damage, misuse, improper storage, neglect, or negligence after the redelivery of the Aircraft to Aircraft Registrant/Owner.



(e) THE WARRANTIES, **OBLIGATIONS AND LIABILITIES** OF RJM AND REMEDIES OF AIRCRAFT REGISTRANT/OWNER SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN SUBSTITUTION FOR, OTHER WARRANTIES, OBLIGATIONS, LIABILITIES, RIGHTS, CLAIMS, AND REMEDIES, EXPRESS OR IMPLIED WITH RESPECT TO ANY NON-CONFORMANCE OR DEFECT IN THE AIRCRAFT, INCLUDING BUT NOT LIMITED TO (i) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS AND (ii) ANY IMPLIED WARRANTY ARISING FROM **COURSE PERFORMANCE OR** COURSE OF DEALING OR USAGE OF TRADE.

6. <u>Controlling Law: Jurisdiction:</u> Attorney's Fees.

- (a) The rights of the parties pursuant to the Work Authorization shall be governed by the Laws of the State of Florida.
- (b) Any suit, action or proceeding brought by RJM or by Aircraft Registrant/Owner arising out of or relating to the Services shall be brought exclusively in either the courts of the State of Florida, County of Palm Beach, or the United States District Court of Florida. The prevailing party shall be entitled to attorney's fees and expenses incurred in connection with this Agreement..