



1101 Central Expy S., Suite 205, Allen, TX 75013
AirAviation.com

Air Aviation LLC Standard Terms and Conditions

1. Conditions

Client understands that the full, complete, proper, and timely performance by all other subcontractors, independent contractors, employees, and agents of Client are conditions precedent to Air Aviation, LLC (hereafter referred to as Air Aviation) obligation of full or substantial completion of any project. Client shall be obligated to pay the full contract amount to AIR AVIATION in the event of failure of any of the foregoing requirements of third parties resulting in the failure of the project if Air Aviation has otherwise fully performed its obligations. Client agrees to pay all third parties, contractors, and subcontractors, it being specifically understood that Air Aviation shall not be responsible for any such payments.

2. Fees

Unless otherwise set forth in this document, in consideration of the foregoing services rendered by Air Aviation and the obligations set forth herein, Client will pay Air Aviation the amount quoted for certification, drafting, engineering manufacturing, and installation services. Any other amounts required for specific services or employees will be set forth in writing and will be signed by Air Aviation and Client. Additionally, all travel costs to and from job with tolls, mileage, and employee time will be paid by Client. Additional incidental costs incurred, including but not limited to express shipping, photographic expenses, and phone calls, to said job will be paid by the Client. Invoices shall be paid by Client upon receipt of invoice unless otherwise specified in writing by Air Aviation. Any questions/objections to invoices must be made within ten (10) days of the receipt thereof in writing by certified mail or they are waived. Delivery of questions/objections by any other method shall be invalid. Time is of the essence regarding payment of invoices, and failure of Client to pay on time shall relieve Air Aviation of its requirement to continue work on the project. In any event, all amounts due hereunder including, but not limited to, costs and additional amounts due shall be paid to Air Aviation at their offices in Allen, Texas, unless otherwise specified by Air Aviation. Client agrees that the receipts of any funds from third parties are not conditions precedent to payment of invoices to Air Aviation. On a project-by-project basis the parties will agree on estimated fees that will require payments before beginning to render services and at specific intervals during the project. The type and nature of the services described herein may not be varied without prior written amendment to this contract, executed by both parties.

3. Indemnification

Client agrees to indemnify and hold harmless Air Aviation, its employees, agents, officers, and directors from any cost, suit claims, depositions, or attorney's fees related to the subject project by the owner or any other persons except to the extent of negligence by Air Aviation, its agents, or employees. Air Aviation is not an insurer of property which may be delivered to it in connection with its services hereunder. In the event of any claims between Air Aviation and Client arising hereunder or otherwise, Client shall not be entitled to offset or withhold any fees hereunder. Further, if Client is dissatisfied with the quality of service hereunder, Client may not unilaterally deduct any amount from invoices.



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4. Authority

Client, by its agent executing this agreement, represents that it has authority to bind Client to this agreement and has all corporate and actual authority to enter this agreement on behalf of Client.

5. Assignment

Client shall not assign this agreement, in whole or in part, to any third parties, it being understood that Client is solely responsible for paying for services by Air Aviation.

6. Warranties

All installation work, kits, and piece parts or assemblies manufactured by Air Aviation, or a subcontractor of Air Aviation carries **24 months** warranty on parts and labor. Liability for any loss, claim, damage, or expense caused as a result of installation discrepancies shall be valid only if Air Aviation personnel are accomplishing the aircraft work and shall be limited to the compensation paid by the Client for the actual service. Air Aviation expressly disclaims all warranties, either express or implied, of merchantability or fitness for a particular purpose of any OEM or third-party vendor components. Air Aviation does not assume any liability, either expressed or implied, for aircraft delays, repositioning or any other operational cost incurred by the Client.

7. On-Site FAA-DER, FAA-DAR, FAA-DMIR, Pilot and on-site Technical Support personnel air travel is at business class or better for travel longer than 6 hours (air + ground).

8. Airfare and/or Hotel Cost

For all travel costs exceeding a total of \$1,500, Client may be required to purchase airfare and lodging for Air Aviation personnel traveling on Client's behalf.

9. Per Diem

Client agrees to pay all Air Aviation personnel traveling outside their home area standard per-diem rate as set by the US General Services Administration for the dates traveled.

10. Travel Rates

Client agrees to pay for Air Aviation personnel traveling on the clients' behalf at the following rates: Unless otherwise stated in the costs section, for travel days less than 6 hours, \$700 per day shall be charged. For travel exceeding 6 hours, \$1400 per day shall be charged. This is in addition to the costs associated with the On-site Activities.



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11. Entire Agreement

This agreement represents the entire agreement between the parties with regard to this project, superseding all previous agreements, representations, and communications between the parties, written or oral. Any modification of these terms agreed to by the parties shall be in writing. Any actions brought regarding this agreement shall be brought exclusively in Collin County, Texas, using the law of the State of Texas

12. Assignment

Client shall not assign this agreement, in whole or in part, to any third parties, it being understood that Client is solely responsible for paying for services by Air Aviation.

13. No Waiver of Rights

No Waiver of Rights—No action by either party shall be considered a waiver of any of its rights under law or this Agreement.

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14. Assignment

Unless otherwise stated in this Agreement, a new proposal shall be required past the expiration date of 30 days from date of this proposal.

15. ALL kit or manufactured specialty part sales are FINAL, NON-REFUNDABLE, and there is NO restocking option.

16. Collection

Client agrees to pay all costs of collection and a reasonable attorney's fees at all levels for an AIR AVIATION attorney in the event that any sums due under the invoices must be collected upon demand of any attorney or if it shall become necessary to bring an action on the part of AIR AVIATION to enforce any of the terms, provisions, or conditions of this agreement. The prevailing party in any action to enforce the terms of this agreement shall be entitled to reasonable attorney's fees at all levels.

17. Unless otherwise noted in the terms of payment section of this agreement, a project cancellation fee will incur a minimum 30% cancellation fee of total amount or calculated for time incurred; whichever is greater. All engineering data must be returned to AIR AVIATION within 30 days.

18. By accepting this Proposal, client provides permission to list their company as a client on the Air Aviation Website.