

## Terms and Conditions of Company

**INCORPORATION BY REFERENCE AND PARTIES.** These Terms and Conditions ("Terms") are incorporated into and govern the Work Order Authorization and any attachments (collectively, the "Agreement"). "Company" means JetStreamMX LLC, together with its employees, managers, members, contractors, and representatives. "Customer" means the party identified on page one, including any owner, operator, lessee, lessor, insurer, officer, director, employee, or agent of the aircraft identified in the Agreement (the "Aircraft"). Any modification of these Terms must be in a written instrument signed by both parties.

**SCOPE OF WORK.** All services, inspections, troubleshooting, maintenance, and related activities (the "Work") are performed on a time-and-materials basis unless the parties agree otherwise in a signed writing. Troubleshooting, staging and coordination, and reasonable phone and email communications associated with the Work are billable.

**TECHNICAL PUBLICATIONS, DATA, AND ACCESS.** Customer shall, prior to the start of Work, provide Company with timely access to current and applicable technical publications and data required to perform the requested services, including but not limited to aircraft maintenance manuals (AMM), component/engine manuals, wiring diagrams and schematics, illustrated parts catalogs (IPC), service bulletins (SB), airworthiness directives (AD) references, task cards, maintenance program items, minimum equipment lists (MEL), and any operator-specific documents or procedures relevant to the Work. Customer is responsible for ensuring that such manuals and data are current, complete, and appropriately licensed for Company's use, and that Company personnel have the necessary physical and system access (e.g., hangar/ramp access, IT credentials, badging, logins, VPN, and Wi-Fi where required). If Customer fails to provide the foregoing, Customer authorizes Company, at Company's discretion, to obtain needed publications, subscriptions, or extracts from third parties; all associated costs (including any vendor fees and Company handling) are billable to Customer. Any delays, standby time, repeated dispatches, or additional labor incurred due to unavailable, incomplete, outdated, or inaccessible manuals/data, or delayed access to the Aircraft or systems, will be billed at the applicable rates and may trigger the charges described under cancellation, no-show and standby. Company may suspend Work until sufficient documentation and access are provided.

**PRICING, RATES, AND HANDLING CHARGES.** Technician labor is billed at one hundred sixty-five dollars (\$165) per hour. Work performed during Company-recognized holidays or between the hours of 10:00 p.m. and 6:00 a.m. local time is billed at the holiday/overnight rate of two hundred thirty-five dollars (\$235) per hour. Travel labor is billed portal-to-portal at one hundred forty-five dollars (\$145) per hour, or at the holiday/overnight travel rate of two hundred five dollars (\$205) per hour when performed during Company-recognized holidays or between the hours of 10:00 p.m. and 6:00 a.m. local time. Ground mileage is billed at seventy cents (\$0.70) per mile. When the dispatched job site is more than four (4) hours of travel from Company's base, a per diem of seventy-five dollars (\$75) per technician, per calendar day, applies in addition to all other travel charges; per diem covers meals and incidentals and is separate from lodging, transportation, airfare, rental vehicles, parking, tolls, and other travel expenses, which are billable at cost. Materials and parts are billed at retail as selected by Company at the time of purchase. A consumables, parts, and handling charge equal to thirty percent (30%) is applied to the total value of all parts, consumables, shop supplies, freight, logistics/expedite, and associated handling actually used or supplied under the Work. Unless otherwise specified in the Work Order, there is a one-hour minimum charge per on-site call-out or visit for labor, and travel labor is billed for actual time with a one-hour minimum when dispatched.

**ESTIMATES AND CHANGES.** Any estimate provided by Company is an approximation only, and the final invoice may exceed the estimate. Customer authorizes Company to proceed with reasonable additional Work necessary for safety, airworthiness, and regulatory compliance. Changes in scope may affect price and schedule, and Company will communicate material changes where practicable.

**PAYMENT, TAXES, AND SURCHARGES.** For Cash on Delivery (COD) terms, payment in full is due upon completion and return-to-service ("RTS"). For approved credit customers on Net 15 terms, payment in full is due within fifteen (15) calendar days from the invoice date. Where permitted by law, a credit card processing surcharge of three and one-half percent (3.5%) applies; no surcharge applies to ACH, wire, or check payments. Customer is responsible for all applicable taxes, fees, tariffs, and duties related to the Work, and any valid exemptions must be provided in acceptable form. Customer agrees to hold Company harmless from Customer's tax obligations.

**CREDIT, DELINQUENCY, AND COLLECTION.** Company may modify or suspend credit terms in its sole discretion. If any invoice is not paid when due, all outstanding sums become immediately due and payable, and Company may suspend Work until paid. Past-due balances accrue a delinquency charge of four percent (4.0%) per month, or the maximum lawful rate if less. If any credit card payment is declined, returned, or otherwise invalid for any reason, Customer authorizes Company to assess an invalid or declined credit card fee equal to five percent (5%) of the attempted transaction amount. Customer shall reimburse Company for all costs of collection, including reasonable attorneys' fees and court costs.

**SECURITY INTEREST AND LIEN RIGHTS.** To secure payment of all present and future sums due for Work, parts, storage, and related charges, Customer grants Company a security interest in, and Company retains a possessory/mechanic's lien upon, the Aircraft, engines, components, parts, and accessories serviced or supplied under this Agreement. The existence, perfection, and enforcement of Company's lien and security interest shall be governed by the laws and aircraft/mechanic's lien statutes of the state where the Work is performed, together with applicable provisions of Article 9 of the Uniform Commercial Code and any relevant federal aviation laws and regulations. Customer authorizes Company to make such filings or give such notices as are reasonably necessary to perfect and enforce its lien and security interest, including the filing of UCC-1 financing statements and state or airport lien notices, and Company may retain possession until all sums are paid in full. In the event of nonpayment, Company may exercise all rights and remedies available under applicable law, including retention, foreclosure, and sale of collateral after giving any notices required by law.

**DELIVERY, ACCEPTANCE, AND RETURN-TO-SERVICE.** Upon completion of the Work, Customer shall promptly inspect the Aircraft and identify any discrepancies. Following the correction or deferral of any identified items, Customer shall accept the Aircraft by approving RTS. Customer's use or removal of the Aircraft from the worksite constitutes acceptance of the Work, subject only to the limited warranty described herein.

**DELAYS AND FORCE MAJEURE.** Any completion date quoted by Company is an estimate only. Company shall not be liable for delays caused by parts availability, third-party vendors, weather, regulatory approvals, force majeure, or other causes beyond its reasonable control.

**CORES AND EXCHANGES.** If a component is supplied on an exchange basis and the returned core is rejected or requires out-of-scope overhaul parts or labor, Customer shall pay all additional charges assessed by the vendor or overhaul facility. Customer is responsible for timely core return logistics and any associated charges.

**INDEMNITY AND INSURANCE.** Except to the extent solely, directly, and proximately caused by Company's negligence while the Aircraft is in Company's care, custody, and control and not in flight, Customer shall defend, indemnify, and hold Company harmless from and against all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the Aircraft, the Work, or the operation of the Aircraft. Upon request, Customer shall furnish evidence of hull (ground and in-flight), general liability, and workers' compensation insurance in forms satisfactory to Company.

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**LIMITED WARRANTY AND EXCLUSIVE REMEDIES.** Company warrants that its workmanship will conform to applicable manufacturer and industry guidance and be free from defects in workmanship for the shorter of two (2) calendar days or two (2) flight hours from the earlier of RTS or invoice date. Any parts warranties are limited to the manufacturer's or vendor's terms, and Company's labor for removal or reinstallation of warranted parts is excluded unless otherwise agreed in writing. Customer's exclusive remedy for breach of this warranty is rework by Company at Company's facility to correct defective workmanship performed by Company; all relocation, ferry, or transport costs are Customer's responsibility. Any refund is limited to the price paid for the defective portion of the Work. This warranty is void if, after RTS, the Aircraft or component is misused, altered, or maintained contrary to manufacturer instructions, or if corrective work is performed by others without Company's prior written consent.

**LIMITATION OF LIABILITY.** In no event shall Company be liable for special, incidental, indirect, punitive, or consequential damages, including lost use, revenue, or profit, business interruption, or loss of business opportunity, even if Company has been advised of the possibility of such damages. Company's aggregate liability under this Agreement shall not exceed the amounts actually paid to Company for the specific Work giving rise to the claim.

**CLAIMS, OFFSETS, AND NOTICES.** Customer may not withhold, offset, or back-charge any amounts owed to Company. Any claim that Company failed to perform must be detailed in a written notice delivered to Company within ten (10) days after RTS, failing which the Work shall be deemed accepted. All notices shall be in writing and effective upon personal delivery, three (3) days after deposit in the United States mail by registered or certified mail with postage prepaid, or upon transmission by email to the designated business addresses of the parties.

**GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION.** Except with respect to the perfection and enforcement of liens and security interests under Section 7, which shall be governed by the law of the state where the Work is performed, this Agreement shall be governed by the laws of the State of Connecticut without regard to conflicts-of-law principles. The parties consent to exclusive jurisdiction and venue in the state or federal courts sitting in Fairfield County, Connecticut. If arbitration is selected in the Work Order, disputes shall be resolved by binding arbitration pursuant to the rules specified therein, and the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

**FLIGHTS BY COMPANY.** This Agreement does not include delivery flights, maintenance test flights, or any other flights or associated expenses. Company does not provide flight services under this Agreement.

**STORAGE, RAMP, AND THIRD-PARTY CHARGES.** Customer is responsible for any ramp, tie-down, hangar, towing, or storage charges not expressly included in the Work Order, including charges incurred if the Aircraft arrives prior to the scheduled start of services or remains after RTS and release by Company.

**CANCELLATION, STANDBY, AND NO-SHOW.** If Customer cancels after dispatch or if the Aircraft is unavailable upon arrival, Customer shall be liable for the one-hour minimum labor at the applicable rate, together with all incurred travel labor and mileage, non-refundable third-party or vendor charges, and actual out-of-pocket travel costs. When Company personnel are on site but unable to proceed due to delays attributable to Customer or third parties, including access, operational control, fuel, manuals/data access as described in technical publications, data and access, or parts release, wait time shall be billed at the technician labor rate in half-hour increments. If access is not provided within sixty (60) minutes of the scheduled start time, Company may depart and invoice the one-hour minimum labor, all incurred travel labor and mileage, and actual travel expenses.

**UNSCHEDULED SERVICE.** When Company is requested or reasonably required to dispatch or perform Work on an unscheduled or AOG basis outside the normal planned schedule, an unscheduled service fee of two hundred fifty dollars (\$250) per occurrence shall apply, in addition to all applicable labor rates, travel labor and mileage, shipping or courier/hand-carry costs, and any vendor after-hours surcharges. For the avoidance of doubt, this unscheduled service fee replaces any previously stated expedite or AOG percentage fees.

**PARTS RETURNS AND RESTOCKING.** Subject to vendor acceptance, all parts and materials purchased by the Company for the benefit of the Customer and on the Customer's behalf that are unused and unopened may be returned for a restocking and handling fee of ten percent (10%) of the item price, together with any vendor restocking or processing fees and all shipping charges in both directions. Opened items or items deemed non-returnable will be billed in full to the Customer. Electrical and electronic components, hazardous materials, special-order or made-to-order items, and any other goods the vendor will not accept are strictly non-returnable. Any credit will be issued only upon vendor acceptance and will reflect the net amount after deduction of all applicable fees and charges.

**AGREEMENT:** These Terms, together with the Work Order Authorization and any referenced attachments, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous communications. If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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