

# John Jewell Aircraft, Inc.

## Power Plant Maintenance Authorization & Agreement

1. **ACCEPTANCE.** Customer's work order ("Order") is accepted, subject to personnel and parts availability and the following terms and conditions and no others unless the same have been consented to in writing by John Jewell Aircraft. The placing of this Order by Customer and subsequent acceptance by John Jewell Aircraft shall be conclusive evidence of Customer's approval of and consent to the terms and conditions herein contained. Customer's completion and execution of the Order shall constitute the sole authorization for John Jewell Aircraft to commence or cause to commence the repair work requested.

2. **UTILIZATION OF SUBCONTRACTORS.** It is expressly agreed and understood by the Customer that John Jewell Aircraft reserves the right to subcontract any portion or all of the work requested to be performed hereunder to a pre-designated and contractually engaged maintenance facility or individual. John Jewell Aircraft represents, to the best of John Jewell Aircraft's knowledge, its maintenance personnel and all such maintenance subcontractor(s) engaged are appropriately licensed under applicable Local, State and Federal regulations, including the Federal Aviation Administration (FAA) regulations. All requested work hereunder should be undertaken and performed consistent with the highest quality of workmanship and prevailing manufacturers' standards.

3. **PRICE AND PAYMENT.** All prices for parts are FOB John Jewell Aircraft's facility at point of origin, and unless otherwise stated, do not include freight, insurance, taxes or other similar charges. Labor shall be provided at John Jewell Aircraft's prevailing rates in effect at the time the work requested in the Order is performed. Unless otherwise agreed in writing, payment for all products and work performed or provided by John Jewell Aircraft shall be made in full upon John Jewell Aircraft's completion of work performed. An expressed mechanic's lien is hereby acknowledged by Customer on the power plant and all other components to secure the amount of repairs thereto afforded John Jewell Aircraft provided by applicable law. The rights and remedies of John Jewell Aircraft with respect to any of the terms and conditions of the Order are cumulative and shall be construed or interpreted as a sole election of remedies and will in no way diminish, restrict, prejudice or otherwise waive any other John Jewell Aircraft right or remedy.

Deposit of 50% of estimated overhaul, inspection or repairs is requested at time of work commencement and balance is due upon work completion. Completed Work Orders / Invoices not paid within 30 days of completion of work will be subject to monthly, finance charges of 1.75% equal to 21% APR, or the highest amount allowable by law in such cases. **IN THE EVENT PAYMENT AND DISPOSITION ARRANGEMENTS ARE NOT MADE WITHIN 60 DAYS AFTER WORK COMPLETION AND NOTIFICATION OF SAID COMPLETION, JOHN JEWELL AIRCRAFT RESERVES THE RIGHT FOR DISPOSAL OF CUSTOMER'S PROPERTY TO RECOUPE CHARGES INCURRED FOR REPAIRS MADE ON SAID COMPONENT(S).**

4. **ESTIMATED PRICING.** John Jewell Aircraft, at the Customer's request shall provide a good faith estimate of the aggregate work to be performed in conjunction with the Order. It is expressly agreed and understood by the Customer that any and all estimates furnished by John Jewell Aircraft hereunder shall be construed as non-binding and an approximate calculation of the aggregate cost of the work in John Jewell Aircraft's professional judgment. Customer acknowledges that the final completed price of the Order may exceed any estimate(s) furnished hereunder.

5. **FORCE MAJEURE.** Neither John Jewell Aircraft nor its subcontractor(s) shall be held liable for delays in delivery, performance or failure to perform or losses or damages to components or to Customer's property while in John Jewell Aircraft's or its subcontractor(s) care, custody and control due to acts of God, acts of civil or military authority, governmental priorities, fires, strike, floods, epidemics, war, riot, delays in transportation, shortages or any other cause beyond John Jewell Aircraft's or its subcontractor(s) reasonable control.

6. **PRESENTATION OF PERFORMANCE.** John Jewell Aircraft represents to Customer that it shall perform all services requested hereunder in a competent and workmanlike manner, utilizing appropriate licensed or certified maintenance technicians and inspectors, as applicable. John Jewell Aircraft further represents that all parts and/or components procured for resale to the Customer shall be obtained from reputable suppliers, consistent with applicable service center contractual requirements, and be FAA-approved.

7. **LIMITED WARRANTY.** John Jewell Aircraft warrants that the labor performed by John Jewell Aircraft in conjunction with this Order will be free of defects in workmanship. Excepting the provisions of Articles 7&8 hereunder, John Jewell Aircraft and its subcontractor(s) shall assign to Customer any assignable warranties or other rights from the manufacturer or supplier of any parts furnished by to through John Jewell Aircraft or its subcontractor(s) in conjunction with this Order. John Jewell Aircraft makes no other warranty as to the services, including parts or labor, except as otherwise set forth in this Article. Under no circumstances shall John Jewell Aircraft or its subcontractor(s) be held liable for transportation costs or work performed or corrected by any party other than John Jewell Aircraft or its subcontractor(s). No agreement or understanding varying or extending this warranty will be binding upon John Jewell Aircraft or its subcontractor(s) unless in writing and signed by a duly authorized officer of John Jewell Aircraft and its subcontractor(s). John Jewell Aircraft's obligation under the terms of this warranty is limited, at its sole discretion to rectifying warranted workmanship and repairing or replacing warranted parts. Rectification work performed by John Jewell Aircraft in conjunction with any warranty obligations shall not be construed or interpreted as extending or in any way modifying any such warranty. No term in any exhibit hereto shall be construed to vary the terms of this Article, extend any warranty hereunder, or narrow or restrict any disclaimer herein.

8. **WARRANTY FILING ON BEHALF OF CUSTOMER.** John Jewell Aircraft will file for warranty or product support program reimbursement on behalf of Customer only as allowed and accepted by the third party responsible for the original warranty or support program (hereinafter, the "Provider"). John Jewell Aircraft accepts no responsibility for nor can it give any advance approval of any claim filed on behalf of Customer. John Jewell Aircraft will include all work including what it believes to be warranty work done in conjunction with the Order on the invoice and will expect payment in accordance with the provisions of Article 3 above. John Jewell Aircraft will credit or reimburse Customer for any warranty allowed by the Provider at such time John Jewell Aircraft receives said credit or payment from or through the Provider. Notwithstanding the foregoing sentence, it is expressly agreed and understood by the Customer that the filing of any warranty claims by John Jewell Aircraft in conjunction with this Order shall in no way be construed as to abate, diminish or otherwise relieve the Customer from any obligations accrued in conjunction with John Jewell Aircraft's performance of the Order, including, but not limited to, full payment for services.

**THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE EXCEPT FOR THE OBLIGATIONS EXPRESSLY UNDERTAKEN BY JOHN JEWELL AIRCRAFT OR ITS SUBCONTRACTOR (S) IN THIS ARTICLE. CUSTOMER HEREBY WAIVES AND RELEASES ALL RIGHTS, CLAIMS AND REMEDIES WITH RESPECT TO ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY (INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR USE), AND WAIVES AND RELEASES JOHN JEWELL AIRCRAFT AND ITS SUBCONTRACTOR (S) FROM ALL CLAIMS WITH RESPECT TO INCIDENTAL OR CONSEQUENTIAL DAMAGES, PUNITIVE OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF USE OR LOST RETURN.**

9. **CUSTOMER FURNISHED PARTS AND COMPONENTS.** Subject to acceptability, in the event Customer furnishes John Jewell Aircraft or its subcontractor(s) with any part or component (collectively, "Part" or "Parts") for subsequent installation to Customer's power plant or cylinder, it is expressly agreed and understood that neither John Jewell Aircraft nor its subcontractor(s) shall be liable for any warranties (expressed or implied) which are issued or otherwise assigned to Customer in conjunction with any and all such independently furnished Parts, excepting John Jewell Aircraft's warranty for workmanship as set forth herein. Additionally, no Customer Parts shall be accepted for use by John Jewell Aircraft or its subcontractor(s) unless and until the trace ability and authenticity of each such Part is verified and substantiated by documentation deemed acceptable to John Jewell Aircraft or its subcontractor(s) and is in full compliance with prevailing and applicable FAA regulations. In the event trace ability and/or authenticity of a Customer Part cannot be determined to the satisfaction of John Jewell Aircraft or its subcontractor(s) as required by prevailing and applicable FAA regulations, the non-conforming Part(s) shall be returned to the Customer unused. All Customer-furnished Parts deemed acceptable for use by John Jewell Aircraft or its subcontractor(s) shall be subject to a supplemental charge up to twenty-five percent (25%) of the manufacturer suggested retail price (MSRP) with a \$25.00 minimum charge, in compensation for handling, quality control inspection, certification and documentation verification required to be performed by John Jewell Aircraft.

10. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES SHALL JOHN JEWELL AIRCRAFT OF ITS SUBCONTRACTOR(S) BE LIABLE TO ITS 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.

11. TAXES. The amount of all Federal State or Local taxes applicable to the sale, use or transportation of the articles sold or the work performed hereunder and all duties, imports, tariffs or other similar levies, shall be added to the prices and paid by the Customer, except where the Customer shall furnish and appropriate certificate of exemption there from.

12. SEVERALBILTY. Any provision of the Order, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or non-enforceability without invalidating the remaining provisions hereof, and any such prohibition or no-enforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, each party hereby waives any provision of law, which renders any provision hereof prohibited or unenforceable in any respect.

13. APPLICABLE LAW AND ATTORNEY'S FEES. This order shall be construed, interpreted and enforced in accordance with the laws of the State of Mississippi exclusive of any choice of law of that State, or any other jurisdiction, which could cause any other matter to be referenced to the law or jurisdiction other than that State. Any arbitration by Customer for breach must be commenced within one (1) year from the date of any alleged breach or act of negligence or willful misconduct. The substantially prevailing person shall pay all costs and expenses, including reasonable attorney's fees.

14. ARBITRATION. If a dispute arises from or relates to this contract or the breach thereof and if the dispute can not be settled through direct discussions, the parties agree to first endeavor to settle the dispute by arbitration to be held within ninety (90) days from demand by either party, to be administered by the American Arbitration Association (AAA) under its Commercial Dispute Resolution Procedures. Judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof and shall be final.

With regard to the arbitration process in the event of a conflict between this section and applicable state law, arbitration shall be governed by Title 9 of the US Code (United States Arbitration Act) and the Commercial Dispute Resolution Procedures of the AAA.

Either party may, without inconsistency with the Order, seek from a court any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).

Arbitration shall be held at Holly Springs, Mississippi. An arbitrator shall be selected by mutual agreement of the parties from the list of Mississippi Arbitrators provided by American Arbitration Association (AAA); if the parties can not agree, then by the AAA.

Arbitration shall be by a single arbitrator. AAA shall provide a list of neutral arbitrators, from which the parties shall select one (1), by alternately striking names of unacceptable names.

The arbitration proceedings shall be conducted before a panel of one (1) neutral arbitrator, of whom shall be a member of the bar of the State of Mississippi, who has actively engaged in the practice of law for at least ten (10) years, and with expertise in Aviation Law and/or Commercial Contracts.

The arbitrator(s) shall have the authority to award any remedy or relief that a court in the State of Mississippi could order or grant, including, without limitation, specific performance, the issuance of an injunction, or the imposition of sanctions for abuse or frustration of the arbitration process and costs.

Neither a party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of both parties.

The parties shall allow and participate in limited discovery for a period of ninety (90) days after the filing of an answer or another responsive pleading to the demand for arbitration. Limited discovery shall mean no more than three (3) depositions (including one (1) expert), and no more than twenty-five (25) interrogatories and requests for admissions. The arbitrators can expand discovery only for good cause shown. The final arbitration hearing must be held within one hundred twenty (120) days of the initial demand for arbitration unless continued by the arbitrators, and only for good cause shown.

**The parties stipulate that trial by jury is waived.**

The arbitration award shall be in writing and upon the request of a party, included findings of fact and conclusions of law.

The arbitrator(s) shall award to the substantially prevailing party all of the party's costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees and attorneys' fees.

15. WAIVER. Failure by John Jewell Aircraft, Inc. to assert all or any of its rights upon any breach of this Order shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment or service. No written waiver of any such right shall extend to or affect any other right John Jewell Aircraft, Inc. may possess, nor shall such written waiver extend to any subsequent or dissimilar breach.

16. ENTIRE AGREEMENT. Upon acceptance of these terms and conditions by Customer, the provisions hereof (including the pertinent Customer documents, drawings and specifications applicable hereto) shall constitute the entire agreement between the parties and supersede all prior prices, offers, negotiations and agreements relating to the subject matter hereof.

17. INPEDENDENT CONTRATOR. Customer and John Jewell Aircraft, Inc. shall act at all times as independent contractors and nothing contained herein shall be construed to create the relationship of principal and agent, or employer and employee between Customer and John Jewell Aircraft, Inc. It is mutually understood and agreed that personnel assigned to perform maintenance services hereunder are solely the employees, agents or subcontractors of John Jewell Aircraft, Inc.

18. ASSIGNMENT. This Order shall not be assigned or otherwise transferred (by operation of law or otherwise) by Customer without the prior written consent of John Jewell Aircraft, Inc. and, in the event that it shall be assigned, whether by operation of law or otherwise without John Jewell Aircraft, Inc.'s written consent, such attempted assignment shall be deemed null and void.

19. FAXED SIGNATURES. The parties agree that for the purpose of consummating this agreement, faxed signatures are sufficient.

I hereby authorize John Jewell Aircraft, Inc., its subsidiaries and engaged subcontractors to accomplish the work described herein, including the acquisition of any material, supplies, parts or components required. I affirm that I possess the legal authority to authorize the work and have read and understand the terms and conditions set forth above, which shall exclusively govern the relationship of the parties hereto.

May any work requested be covered by warranty or an OEM Product Support Program?  Yes  No

If yes, name of Provider: \_\_\_\_\_ Type of Program: \_\_\_\_\_

Has Provider authorized the Work?  Yes  No Name of Contact: \_\_\_\_\_

Overtime Authorized:  Yes  No

John Jewell Aircraft, Inc. Work Order Assigned **J-** \_\_\_\_\_

John Jewell Aircraft, Inc. Authorization: \_\_\_\_\_

Customer Authorization: \_\_\_\_\_

John Jewell Aircraft, Inc. Printed Name: \_\_\_\_\_

Customer Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_