



# TRINE AERO

Your Solution Starts Here

## *TRINE Aviation Services.*

### GENERAL TERMS AND CONDITIONS

These General Terms and Conditions set forth the provisions by which TRINE Aviation Services ("TRINE") provides maintenance and other services to Customer, \_\_\_\_\_ ("Customer"). Customer's acceptance of Trine's services hereunder constitutes acceptance of, and agreement to, these General Terms and Conditions.

- LIMITED WARRANTY.** Maintenance and modification workmanship is warranted against defect for a period of six months, or 200 flight hours, whichever occurs first, from the date of Trine's return of Customer's aircraft to Customer. Modifications and installations incorporating new equipment and/or components are warranted against installation workmanship defects for a period of six months, or 200 flight hours, whichever occurs first, from date of Trine's return of Customer's aircraft to Customer. Workmanship as it relates to fuel leak repairs will be warranted against defect for a period of 6 months, or 200 flight hours, whichever occurs first, from the date of Trine's return of Customer's aircraft to Customer. TRINE warrants all work to be free from defects in material and workmanship under normal use for the time period herein set forth. To exercise any of the foregoing warranties, Customer must return the aircraft/equipment to Trine's facility for repair, at Customer's sole cost and expense, together with particulars in writing of the nature of the defect. TRINE does not warrant parts, materials, components, equipment supplied or performed by third parties, but agrees to use its best efforts to ensure that the suppliers' and subcontractors' warranties with respect to such parts, materials, components, equipment or labor will be extended to cover and be enforceable by the Customer. This warranty does not extend to Customer furnished parts, materials or equipment. Notwithstanding any other provision of this paragraph, the warranties herein set forth shall be immediately rendered null and void if Customer performs, or has any other person or entity perform, any work, modification or alteration of any work or maintenance provided by TRINE. Further, the warranties herein set forth shall be immediately rendered null and void for any warranty claims arising from or related to defects caused by the misuse, abuse, or neglect of Customer.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). IN NO EVENT SHALL TRINE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUE OR PROFIT AND COST OF REPLACEMENT AIRCRAFT. NO AGREEMENT EXTENDING THIS WARRANTY SHALL BE BINDING UPON TRINE UNLESS SUCH AGREEMENT IS IN WRITING AND SIGNED BY ITS DULY AUTHORIZED OFFICER OR REPRESENTATIVE. THE ABOVE WARRANTY IS THE ONLY WARRANTY GIVEN UNLESS OTHER WARRANTIES ARE ATTACHED AND MADE A PART HEREOF.

- PRICES, TAXES AND DELIVERY.** All prices are based on delivery to Trine's repair facility, Delivered Duty Paid ("Delivery") and the redelivery to the Customer after completion of work at Trine's facility ("Redelivery"). **Prices do not include freight, transportation, insurance, taxes, imposts, 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 work 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. Customer shall indemnify and hold TRINE harmless from the payment or imposition of any tax or levy imposed on any articles sold, or for any work performed, plus penalties, interest or reasonable attorney's fees connected with the imposition of any such tax or levy.
- PMA PARTS.** Customer understands that FAA PMA approved parts may be used in the repair, maintenance, overhaul or alteration of customer's aircraft, engine or component thereof. Unless otherwise specified in writing to TRINE prior to Delivery of the aircraft to TRINE, Customer consents and agrees to the use of FAA PMA approved parts for work to be performed hereunder.
- TITLE/LIEN.** Title to furnished parts, material and associated labor shall pass to Customer upon installation, provided however TRINE retains a security interest in all parts and materials furnished or installed on Customer's aircraft until Customer pays in full TRINE for all parts, materials and labor provided hereunder. Further Customer grants to TRINE a security interest, and Customer agrees to execute any documentation required to perfect such security interest, in all property owned by Customer (including Customer's beneficial rights in property leased by Customer) to secure amounts due and owing to TRINE. TRINE may, in its sole discretion, retain, or refuse to release, Customer's aircraft until Customer has paid TRINE any balance due and owing, or otherwise made arrangements acceptable to TRINE.
- PAYMENT. Customer shall make an initial payment the Quoted Total for TRINE to begin work on Customer's aircraft. Unless TRINE has agreed to extend credit to Customer, Customer Shall Pay ½ of the Remaining Balance @ time of Departure.** Acceptable methods of payment include: certified funds, wire transfer, cash or other Arrangements acceptable to TRINE. In Trine's sole discretion, progress payment may be established for projects in excess of \$100,000.00. Requests for credit will not be considered until Customer has completed, signed and delivered an Application for Credit. Any unpaid balance on account must be paid within 30 days of invoice date or a monthly finance charge of 1.75% per month will be assessed. For payment or account questions, please contact the Credit Manager at (719) 623-5001. Prior to beginning work on Customer's aircraft, TRINE must approve in writing any exceptions to the payment terms or payment methods listed above. If a final invoice cannot be provided at delivery, TRINE will provide an estimated invoice in order to expedite the timely delivery of the aircraft to Customer. Any estimated invoice is subject to change. Subsequent supplementary invoices reflecting the actual charges and balances will be submitted to Customer as soon as practicable and will be reconciled with the amounts previously invoiced to Customer and/or paid.
- DELAYS.** TRINE shall not be liable for delays in delivery, performance, of failure to perform, manufacture or Redeliver due to causes beyond its reasonable control, or acts of God, acts of the Customer (including but not limited to nonpayment of any balance due or when requested by TRINE ), acts of government or military authority, increase in the scope of work requested by Customer, condition of the aircraft, delays in transportation or shortages, or inability 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 a period of time as may be reasonably necessary to compensate for any such delay.
- CHANGES.** Customer may request changes or additions to the work and/or in any applicable drawings, specification and/or designs, provided that such changes or additions are documented on a Trine's Customer Service Request and Agreement Amendment, or contract/proposal addendum, and signed by an authorized representatives of Customer and TRINE. Any change or addition may affect price and Redelivery. Any change in price shall be borne by Customer. It is understood that all prices are based on straight time labor costs: any change requested by Customer necessitating an overtime

expense will be deemed a change under this paragraph.

8. **LIMITATION OF LIABILITY.** TRINE'S LIABILITY ON ANY CLAIM OF ANY KIND, INCLUDING NEGLIGENCE 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 WORK COVERED BY OR FURNISHED UNDER THIS AGREEMENT SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE ARTICLE OR WORK WHICH GIVES RISE TO THE CLAIM. ANY SUCH LIABILITY SHALL BE CONDITIONED ON CUSTOMER PROVIDING PROMPT WRITTEN NOTICE TO TRINE OF ANY CLAIM AND, IN ANY EVENT, WITHIN ONE YEAR FROM THE DATE OF OCCURRENCE OF THE CLAIM UNLESS THE PARTIES HAVE AGREED IN WRITING TO A DIFFERENT CLAIM PERIOD. IN NO EVENT SHALL TRINE BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUE OR PROFIT AND COST OF REPLACEMENT AIRCRAFT OR FOR ANY DAMAGES ARISING FROM OR RELATED TO ACTS OF WAR OR TERRORISM.
9. **EXCHANGES AND RETURNS.** Exchange cores must be returned freight prepaid, to the Trine's facility within fourteen (14) calendar days (twenty-one (21) calendar days overseas) from the date of shipment. Delay in accomplishing a timely return will subject Customer to a core charge as established by TRINE. Customer agrees to pay for all replacement parts in the overhaul of the exchange core not required as part of a normal overhaul. Customer shall be invoiced for any such replacement parts. TRINE will return all non-repairable (nonconforming) cores or parts upon Customer's written request provided that Customer will pay any and all taxes, duties, imposts and tariffs levied on the value of the returned items and all costs of return, if any. All sales are final; no return of unused parts will be permitted unless previously authorized by TRINE. All authorized returns will be subject to a restocking/recertification charge. **Customer agrees to pay for any core charge backs resulting from cores deemed unacceptable by the manufacturer or distributor.**
10. **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 TRINE to assist, Customer shall pay TRINE its normal hourly rate, but Customer shall remain importer or exporter of record. TRINE 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 services or assistance rendered by TRINE to Customer pursuant hereto. All articles, parts or equipment delivered shall at all times be subject to the U.S. Export Administration Regulations and/or International Traffic in Arms Regulation and/or Customs Regulations and laws of the U.S.A. and any amendments. Customer agrees not to dispose of U.S. origin items provided by TRINE 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 these laws and regulations may permit.
11. **INDEMNIFICATION.** Customer shall indemnify and hold TRINE, its managers, members, employees, parent companies, affiliated companies, subsidiaries, insurers and agents harmless for losses, claims, liabilities, damages, costs and expenses, including attorney's fees, arising from or in any way related to (a) loss of or damage to the aircraft, including the work accomplished on the aircraft under this Agreement, for any reason or causes whatsoever while the aircraft is in the possession and/or control of TRINE, or on the premises of TRINE, or (b) any injury, including death, to any of Customer's representatives who access Trine's facilities pursuant to paragraph 12 of this Agreement. Notwithstanding the foregoing but subject to the limitations set forth elsewhere in this Agreement, TRINE shall indemnify and hold Customer harmless for any loss or damage to the aircraft occurring while it is not in flight, providing such damage to the aircraft is solely, directly and proximately caused by the gross negligence of TRINE. In no event shall Trine's indemnity or liability exceed the price allocable to the work, article or part which gives rise to a claim for loss or damage to the aircraft, or any other limitations of liability as herein set forth.
12. **CUSTOMER'S REPRESENTATIVES.** Customer's representatives shall have access during normal business hours to Trine's facilities and the aircraft while the work is being accomplished, provided however that Customer's representatives do not in any way interfere with or disrupt Trine's work hereunder. Trine's regulations concerning employees and facilities will be observed by such representatives. Customer's representatives shall enter Trine's facilities at their sole risk. Customer's representatives assume any and all risk of injury, and or death, occurring or arising while in or at Trine's facilities. Only authorized TRINE employees can agree to changes in or additions to the work, which changes shall be subject to the provisions of Section 7 above. Notwithstanding the foregoing, Customer's representative shall not have access to any portion of Trine's facilities that may be restricted by U.S. Government security regulations, or by TRINE, in its sole discretion.
13. **DEFAULT.** Should events occur which would give rise to a claim by Customer that TRINE has breached this Agreement or is otherwise in default, Customer shall first give TRINE written notice of such claim. TRINE shall have a thirty (30) calendar day period to cure any such claim, which time period is a prerequisite to the imposition of any liability against TRINE. Customer's breach or failure to pay any sum due under this Agreement or any other agreement or contract with TRINE regardless of when the agreement or contract was entered into, will at Trine's 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 TRINE. In such an event, TRINE 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 such further action as is warranted by existing law.
14. **DISPUTE RESOLUTION.** If a disputed, 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. 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.
15. **ATTORNEY FEES.** Customer agrees to pay all of Trine's costs and expenses, including actual attorney's fees, incurred in seeking to enforce the Terms of this Agreement.
16. **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 Colorado, without regard to conflicts of law principles. The parties consent and hereby submit to the exclusive jurisdiction of the state courts located in El Paso County, Colorado for a determination of any and all issues between them relating to this Agreement or its subject matter. **CUSTOMER HEREBY WAIVES 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 COURTS REFERRED TO HEREIN, AND 3) ANY AND ALL RIGHTS TO REMOVE ANY ACTION TO THE UNITED STATES DISTRICT COURTS.**
17. **WAIVER.** Failure by TRINE to assert all or any of its rights hereunder 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, unless such waiver is in writing and signed by an authorized representative of TRINE.
18. **SEVERABILITY.** Any provision of this Agreement, which is prohibited or unenforceable, shall be deemed to be ineffective and severed to the extent of such prohibition or unenforceability without invalidating the remaining provisions, and any such prohibition or unenforceability shall not invalidate or render unenforceable the remaining provisions hereunder.

19. **ASSIGNMENT.** The assignment of the Agreement or a related purchase order, or any related rights or obligations, by either party without the 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 TRINE in the place of TRINE 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.
20. **TITLES/SUBTITLES.** The titles and subtitles given to Sections of the Agreement are for convenience only and shall not in any manner be deemed to limit or restrict the context of the Section 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.
21. **MODIFICATION.** This Agreement may only be modified, supplemented, or amended by a writing duly signed by an authorized representative of both parties hereto.
22. **ENTIRE AGREEMENT; AUTHORITY.** This Agreement is intended to be the complete and exclusive statement between the parties of the Work to be done and the applicable terms and conditions. No prior proposals, statements, negotiations, warranties, course of dealing or usage of trade will be part of this Agreement. TRINE objects to Customer's modification hereof, however stated, and such modifications shall not be part of this Agreement unless TRINE specifically accepts said modifications 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 THIS AGREEMENT.
23. **BINDING EFFECT.** This Proposal is submitted to Customer for informational purposes only. This proposal shall not become a binding agreement between Customer and TRINE until this Agreement has been (a) signed by Customer, (b) returned to TRINE at its office in Colorado Springs, CO., and (c) accepted by TRINE, all of which must occur within thirty (30) days from the date of the Proposal unless sooner revoked by TRINE.
24. **PRICING.** Work will be performed on either a flat-rated or time and materials basis, as noted in Customer's Proposal or Squawk Summary. Unless otherwise quoted in the Proposal or Airframe Squawk Summary as time and materials work, TRINE will perform all work on a flat-rated basis for labor. Quoted prices for inspections are firm prices and include flat-rated labor for complete inspection in accordance with the requirements specified in the manufacturer's inspection manual. Flat-rated labor will be billed at the quoted rate regardless of the actual amount of labor required to perform the work. Estimates of the cost of work, which is noted, to be performed on a time and materials basis are subject to change. The final cost of each time and materials item will be based on the actual materials, parts, and labor and outside required to complete the item.
25. **ADDITIONAL CHARGES.** The following additional charges are not reflected in the quoted prices and shall be paid by Customer to TRINE upon demand if applicable:
  - a. TRINE charges for repairing any customer-furnished parts, material or equipment found not otherwise suitable for its Intended use.
  - b. TRINE charges for any rework or additions to customer furnished engineering.
  - c. TRINE charges for fuel, oil, insurance and flight crews required for flight testing and/or ground runs on an aircraft.
  - d. If overtime is required in order to complete the work on the schedule requested by Customer, TRINE will advise Customer of the necessity and estimated cost of the overtime work. Customer will have the option to pay overtime rates or adjust the delivery date to allow TRINE to complete the required work. Customer will pay for all approved overtime charges for work performed pursuant to the terms of this Proposal.
  - e. Necessary replacement parts.
  - f. Freight Charges
26. **SCHEDULING.** Maintenance positions are provided on a first scheduled, first served basis. An early-signed proposal will ensure the greatest number of available maintenance positions. TRINE shall not be liable for delays caused by subcontractors, vendors, shippers or other circumstances beyond our control.
27. **SUBSTITUTIONS.** TRINE shall have the right to incorporate changes in design, construction, installation, and substitute equivalent equipment, accessories, parts or material where such changes are deemed necessary by TRINE to avoid delays or improve product control, performance, reliability, stability, utility, manufacture or appearance of the goods or materials supplied herein.
28. **PARTS PRICING. Parts pricing is subject to change by the OEM.**
29. **SHOP RATES.** The hourly shop rates for service are as follows:
 

	<u>Standard Time</u>	<u>Overtime (Mon-Sat)</u>	<u>Premium (Sun &amp; Holidays)</u>
<b>Airframe/Engine</b>	\$ 95.00	\$ 142.50	\$190.00

  

	<u>Standard Time</u>	<u>Overtime (Mon-Sat)</u>	<u>Premium (Sun &amp; Holidays)</u>
<b>Avionics'</b>	\$ 105.00	\$ 157.50	\$ 210.00
30. **PARTIES BENEFITTED.** Except as expressly provided to the contrary in writing, the provisions of this Agreement are solely for the benefit of the parties hereto, and not for the benefit of any other person or entity.

**Customer acknowledges and accepts all pricing on this proposal along with the above listed terms and conditions on this**

\_\_\_\_\_ Day of \_\_\_\_\_,

\_\_\_\_\_  
Customer / Authorized Representative Signature

\_\_\_\_\_  
Printed Name / Title