

PAYMENT TERMS. WSA payment terms are as follows:

100% of any technical evaluation/pre-purchase inspection and technical evaluation/pre-purchase inspection option pricing will be due at contract signing.

Any maintenance work with an estimated quoted price that exceeds \$100,000.00 will require one-third (1/3rd) of the approved quoted amount paid prior to aircraft input and one-third (1/3rd) paid at the originally scheduled mid-point of the project.

Any modification work that includes avionics, interior, and/or paint will require twenty-five percent (25%) of the estimated quoted price paid at contract signing, twenty-five percent (25%) paid prior to aircraft input and twenty-five percent (25%) paid at the originally scheduled mid-point of the project. A non-refundable deposit of interior, modifications, paint and/or avionics installation(s) is required and will be retained as liquidated damages in the event Customer cancels the project.

Progress payments are required for any work where labor, materials, and/or outside services are estimated to exceed \$100,000.00. Additional progress payments will be required if at any time the work in progress exceeds \$100,000.00.

If West Star Aviation is unable to provide a final invoice at Redelivery, Customer agrees to remit payment based upon an estimated invoice. 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. All outstanding balances must be paid in full prior to aircraft departure, unless credit terms have been established. West Star Aviation reserves the right to assess a monthly finance charge of 1.75% for late payment. All payments must be in United States Dollars and in the form of certified funds, wire transfer or ACH. If payment is arranged by some other method, additional charges may apply.

LIMITED WARRANTY. Subject to the limitations and conditions set forth below, WSA provides the following limited warranty to Customer:

- (a) Maintenance, installation and modification work is warranted against defect in workmanship according to current industry standards for the earlier of six (6) months, or two hundred (200) flight hours from the date of return to service by WSA.
- (b) Paint services are warranted against defects in material and workmanship under reasonable and customary use for two (2) years from the date of return to service by WSA.
- (c) Interior services are warranted against defects in material and workmanship under reasonable and customary use for one (1) year from the date of return to service by WSA.

CONDITIONS TO LIMITED WARRANTY. Customer's entitlement to the benefit of any of the foregoing warranties is expressly conditioned upon (a) the defect under any of the foregoing warranties being discovered during the applicable warranty period, (b) WSA receiving prompt written notice of such a claim of defective condition under the applicable warranty ("Claim Notice") no later than the earlier of thirty (30) days after Customer (or any permitted successor or assignee) has actual or constructive knowledge of such a defective condition and the expiration of the applicable warranty period, (c) the Claim Notice containing a detailed written description of the alleged defect, the date discovered, and the make and serial number of the Aircraft, and (d) the Aircraft or applicable part or equipment that is alleged to be defective being returned to WSA's facilities at Customer's expense, no later than the expiration of the applicable warranty period, unless otherwise expressly agreed in writing by WSA.

LIMITATIONS. The foregoing warranties do not apply to, and WSA does not warrant, parts, materials, components, equipment or services supplied or performed by other companies. Notwithstanding the foregoing, WSA will give Customer reasonable assistance in enforcing Customer's rights under any such supplier and subcontractor warranty provided that Customer shall reimburse WSA for its reasonable costs and expenses incurred in rendering such assistance. WSA warranties do not extend to, and WSA shall not be responsible for, any (a) Customer furnished parts, materials, equipment or components, (b) any installation, part, equipment, component or area that, in WSA's sole determination, has been repaired, altered, misused or subjected to negligence or an accident, (c) failure of Customer or any other operator to perform recommended maintenance, (d) misuse or abuse by Customer or any third party, (e) effects of the environment, such as wind, water, corrosion, etc. or (f) repairs performed by Customer or third parties without WSA's express written consent.

EXCLUSIVE WARRANTY AND REMEDIES. THIS LIMITED WARRANTY IS EXCLUSIVE AND EXPRESSLY IN LIEU OF, AND WSA HEREBY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). WSA'S ENTIRE LIABILITY WITH RESPECT TO THIS LIMITED WARRANTY AND THE WORK SHALL BE LIMITED EXCLUSIVELY TO REPAIRING THE WSA SERVICES DETERMINED BY WSA TO BE DEFECTIVE. IN NO EVENT SHALL WSA BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUE OR PROFIT, DIMINUTION IN VALUE, AND COST OF REPLACEMENT AIRCRAFT. NO ADDITIONAL WARRANTY OR MODIFICATION OR EXTENSION OF THIS WARRANTY SHALL BE BINDING UPON WSA UNLESS IN WRITING AND SIGNED BY ITS DULY AUTHORIZED OFFICER OR REPRESENTATIVE.

GENERAL TERMS AND CONDITIONS FOR WEST STAR AVIATION (WSA)

1. **ADDITIONAL CHARGES.** The following additional charges are not included in the quoted prices and shall be paid by Customer upon demand when applicable:

- a. Charges of a third party that provided services or parts in connection with the work, where invoices for such charges were not received until after WSA issuance of final invoice at time of Redelivery.
- b. WSA standard charges for parking or storage of the Aircraft, or any part thereof, as applicable, and for any preservation tasks performed by WSA for the Aircraft, or its engines or systems, whether performed voluntarily by WSA at its discretion, or at the request of Customer. Such charges shall apply during such period of time that commences on the fourth (4th) day after the earlier of such date that (i) the work is completed and WSA tenders the Aircraft to Customer for Redelivery or (ii) WSA gives Customer notice of suspension or stoppage of work due to the default by Customer of any of its obligations under this Agreement or any other agreement with WSA, and continues until the later of such date that (x) Customer pays in full all amounts due WSA, including, without limitation, all applicable late fees, interest charges, taxes, attorney fees, and any other Additional Charges referenced in this Section 1, or (y) Customer removes the Aircraft from WSA's premises. For avoidance of doubt, such charges shall apply and accrue during such period of time that WSA is retaining possession of the Aircraft under its statutory and/or common law possessory lien rights to secure payment of any amounts owed to WSA, including, without limitation, all applicable late fees, interest charges, taxes, attorney fees, and any other Additional Charges referenced in this Section 1.
- c. Repair of any customer-furnished parts, material or equipment found not otherwise suitable for its intended use.
- d. Rework or additions to customer furnished engineering.
- e. Fuel, oil, insurance and flight crews required for flight testing, certification and/or ground runs on the Aircraft.
- f. A hazardous waste fee equal to 2.5% of the final invoice will be charged to any paint related work for the disposal of hazardous waste and materials.
- g. If overtime is required in order to complete the work on the schedule requested by Customer, WSA will advise Customer of the necessity and estimated cost and Customer will have the option to pay overtime rates or adjust the Redelivery date.
- h. Necessary replacement parts.
- i. Removal and reinstallation or modification of interior components.
- j. Redelivery Flights by WSA and related freight, transportation, insurance, taxes, imposts, or other similar charges.
- k. Any replacement parts required in an exchange core overhaul which are not required as part of a normal overhaul in accordance with the applicable maintenance manual.
- l. Shipping and handling charges in the amount of 1.5% on avionics installations and 3.0% on all other MRO activity will be applied to the final invoice.
- m. Cores that are returned for credit that are rejected, charged additional fees for excessive damage, or for overhaul charges.
- n. A consumable charge of 5% will apply to all billed labor charges not to exceed \$5,000.00.
- o. A 18% handling fee will be assessed to all customer-supplied parts and services.
- p. Additional certification costs to meet non-FAA compliance requirements will be billed on a time and material basis.
- q. WSA will apply a minimum of 18% markup on all parts, materials and outside vendor services.

2. **TAXES AND DELIVERY.** Prices are based on delivery of the Aircraft, or the applicable part or equipment to the WSA repair facility, Delivered Duty Paid ("Delivery"), and redelivery to Customer at the same WSA facility where the work is performed ("Redelivery"). Prices are exclusive of, and Customer shall be responsible for and pay, all Federal, State or local taxes, and any duties, imposts, tariffs or other similar levies applicable to the prices for, or the performance of, the work, the sale, possession, use, or transportation of the Aircraft or any parts, components or equipment constituting part of the work, or the Delivery or Redelivery of the Aircraft or any such parts, components or equipment (collectively

"Governmental Charges"). All Governmental Charges shall be paid by Customer unless Customer furnishes WSA with an acceptable certificate of exemption. Customer shall indemnify and hold WSA harmless from the payment or imposition of any such Governmental Charges, plus penalties, interest or reasonable attorney's fees arising out of the failure of Customer to timely pay such Governmental Charges.

3. **TITLE/LIEN.** Subject to Customer's payment to WSA of all charges due for the work, including, without limitation, all applicable late fees, interest charges, taxes, attorney fees, and other Additional Charges referenced in Section 1, above, title to the work passes to Customer at Redelivery. To secure prompt payment when due of all amounts owed by Customer, including, without limitation, all applicable late fees, interest charges, taxes, attorney fees, and any other Additional Charges referenced in Section 1, above, WSA reserves all statutory and possessory lien rights to which WSA is entitled under applicable law and, notwithstanding whether any such statutory or possessory lien applies, Customer agrees that WSA may retain possession of the work and the Aircraft (and any part thereof) until all such amounts due and owing by Customer to WSA are paid to WSA. Customer further grants to WSA a continuing, first priority security interest in and lien upon the work, the Aircraft (and any part thereof) and in any proceeds thereof, including but not limited to insurance proceeds and proceeds from the sale or disposition of the Aircraft or any portion thereof (the work, the Aircraft and any part and proceeds thereof, collectively, the "Collateral"), to secure prompt payment when due of all amounts owed by Customer to WSA, including, without limitation, all applicable late fees, interest charges, taxes, attorney fees, and any other Additional Charges referenced in Section 1, above.

4. **THIRD PARTY PAYMENT.** For work covered by approved third party payment (i.e. warranty, insurance, and/or title closing) WSA will require proof acceptable to WSA, in its sole discretion, that WSA is a properly named payee. If any amount due and owing WSA has not been paid by Customer within ninety (90) days of the due date, including, without limitation, all applicable late fees, interest charges, taxes, attorney fees, and any other Additional Charges referenced in Section 1, above, WSA shall have the right to deem the Collateral, and any other personal property of Customer in WSA's possession, as abandoned and to sell the Collateral or such property as provided in any applicable statute (including, but not limited to, the Uniform Commercial Code) to satisfy such amounts due and owing WSA. Such sale is in addition to any other rights WSA may have at law or under this Agreement. Any amount realized from any such sale in excess of the amount due and owing under this Agreement, including, without limitation, all expenses incurred by WSA in connection with such sale and all applicable late fees, interest charges, attorney fees, and any other Additional Charges referenced in Section 1, above, shall be retained by WSA, except to the extent required by applicable law to be returned to Customer. Customer hereby agrees to release, indemnify and hold harmless WSA from and against any claims, losses, costs and damages, and all associated costs, related to any such sale of the Collateral in accordance with the foregoing provisions.

5. **DELAYS.** WSA shall not be liable for delays in Delivery, Redelivery or performance of any of the work, or the failure or inability to perform any of the work or to Redeliver the Aircraft or any part of the work, due to causes beyond its reasonable control, including, without limitation, acts of God, pandemic, acts of Customer, acts of any government or military authority, change in the scope of work requested by Customer, condition of the Aircraft, delays in transportation, supply chain delays or shortages or inability due to any other causes beyond its reasonable control to obtain necessary labor, materials, utilities, components or necessary physical facilities. In the event of any such delay, the date of performance and Redelivery shall be extended for a period of time as may be reasonably necessary to compensate for any such delay.

6. **GOVERNMENTAL AUTHORIZATIONS.** Customer must timely obtain all required governmental authorizations, including import or export licenses and exchange permit. Customer shall remain importer/exporter of record, regardless of whether WSA provides Customer with assistance in this area. WSA 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 the work or any other services performed or provided by WSA. All articles, parts or equipment delivered by Customer to WSA shall at all times be in compliance by Customer with all applicable laws, including the United States Export Administration Regulations,

International Traffic in Arms Regulations and Customs Regulations. Customer shall not and represents and warrants that Customer, nor anyone acting through or on its behalf, shall not dispose of any item of United States origin provided by WSA other than in full compliance with the foregoing laws and regulations, and to the country of ultimate destination specified in Customer's purchase order and approved government licenses(s) or authorizations(s), except as such applicable laws and regulations may permit.

7. **COMPLIANCE WITH LAW.** Customer represents and warrants that it is in compliance with and will comply with the following in connection with this Agreement and the work performed by WSA: End-Use Certificate DLA Form 1822, the Arms Export Control Act (22 U.S.C. §2751 et seq.) (the "**AECA**"); Export Administration Act of 1979 (50 App. U.S.C. §2401 et seq.) (the "**EAA**"); International Traffic in Arms Regulations (22 CFR 120 et seq.) (the "**ITAR**"); Export Administration Regulations (15 CFR 730 et seq.) (the "**EAR**"); Foreign Assets Control Regulations (31 CFR 500 et seq.); the Espionage Act (18 USC 793 et seq.); the Bank Secrecy Act (31 U.S.C. 5311 et seq.) (the "**BSA**"); the Foreign Corrupt Practices Act of 1977 (15 U.S.C. §§ 78dd-1 et seq.) (the "**FCPA**"), the United Kingdom Bribery Act, and any other foreign federal, state or local anti-bribery and kickback laws, including any similar laws requiring compliance with fiduciary duties. Customer further specifically represents and warrants that:

(a) No person who owns a controlling interest in or otherwise controls Customer and, to the knowledge of Customer, neither the owner or operator of the Aircraft if Customer is not the owner or operator, was or is: (i) listed on the Specially Designated Nationals and Blocked Person List maintained by the Office of Foreign Assets Control ("**OFAC**"), Department of the Treasury, and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation, or (ii) a person designated under Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001), any related enabling legislation or any other similar Executive Orders.

(b) Customer and, to the knowledge of the Customer, (i) any director, officer, agent, employee or affiliate of the Customer, and (ii) the owner or operator of the Aircraft or any director, officer, agent, employee or affiliate of the owner or operator (collectively, the "Compliance Parties"), are not currently subject to any sanctions administered or enforced by the U.S. government, (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC") or the U.S. Department of State, the United Nations Security Council ("UNSC"), the European Union, Her Majesty's Treasury ("HMT") or other relevant sanctions authority (collectively, "Sanctions"), nor is the Customer or any of its affiliates or the knowledge of Customer, the owner or operator of the Aircraft or any of their affiliates located, organized, or resident in or a citizen of a country or territory that is the subject or target of Sanctions, (each, a "Sanctioned Country")

(c) For the past five (5) years, the Customer and its subsidiaries have not knowingly engaged in and are not now knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country.

8. **INDEMNIFICATION.** Subject to the Limitation of Liability provisions set forth in Section 9, below, WSA shall indemnify and hold harmless Customer for any loss or damage to the Aircraft when in the possession of WSA and occurring while the Aircraft is not in flight, provided such damage to the Aircraft is caused by the negligence of WSA, its employee, independent contractors or agents. In no event shall WSA's liability for such loss or damage exceed the reasonable cost of repair or replacement of the damage. Customer and owner, if Customer is acting as agent of the owner of the Aircraft, shall and hereby agree to release, indemnify, defend and hold harmless WSA, its affiliates, and their respective directors, officers and employees from and against any loss, injury, damage, claims, costs or liability whatsoever (including reasonable attorney's fees and litigation or dispute resolution fees) in any way arising out of (a) Customer's or owner's failure to comply with any of its obligations under this Agreement, (b) access to and presence upon the WSA facilities by Customer or owner and their respective employees, agents and subcontractors, and (c) the possession, maintenance, use and operation of the Aircraft by Customer, owner or third parties following Redelivery of the Aircraft to Customer or owner or such third party, except to the extent such claim results from the sole gross

negligence or willful misconduct of WSA, its employees or agents. Neither party shall have any obligation to indemnify the other for losses or damages that arise from or are related to acts of war or terrorism.

9. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, WSA'S LIABILITY ON ANY CLAIM OF ANY KIND, INCLUDING GROSS 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 MANUFACTURER, SALE, REDELIVERY, RESALE, REPAIR OR USE OF ANY PARTS, EQUIPMENT, COMPONENTS OR SERVICES COVERED BY OR FURNISHED UNDER THIS AGREEMENT SHALL IN NO CASE EXCEED THE COST OF REPAIR OR REPLACEMENT OF THE APPLICABLE PART, EQUIPMENT, COMPONENT OR SERVICES WHICH GIVES RISE TO THE CLAIM. ANY SUCH LIABILITY SHALL BE CONDITIONED ON CUSTOMER PROVIDING PROMPT WRITTEN NOTICE TO WSA OF ANY CLAIM AND, IN ANY EVENT, WITHIN ONE YEAR FROM THE DATE OF OCCURRENCE OF THE CLAIM (EXCEPT FOR WARRANTY CLAIMS, WHICH ARE GOVERNED BY THE PROVISIONS OF THE WSA LIMITED WARRANTY), UNLESS THE PARTIES HAVE AGREED IN WRITING TO A DIFFERENT CLAIM PERIOD. IN NO EVENT SHALL WSA BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUE OR PROFIT, DIMINUTION IN VALUE, AND COST OF REPLACEMENT AIRCRAFT OR FOR ANY DAMAGES ARISING FROM OR RELATED TO ACTS OF WAR OR TERRORISM.
10. **ACCESS TO FACILITIES.** Upon request, Customer shall be provided reasonable access during normal business hours to unrestricted areas at WSA's facilities and the Aircraft while the work is being accomplished, conditioned upon Customer's compliance with WSA's and applicable airport rules and regulations and security requirements, and provided such access does not interfere with or disrupt WSA's work and operations in general.
11. **CHANGES TO WORK.** Customer may request changes to the work if documented on a WSA Estimated Work Summary, or a contract/proposal addendum signed by Customer and WSA. Customer acknowledges that any changes requested by Customer may affect price and Redelivery and that Customer is responsible for any such change in price, including overtime required for such change.
12. **DEFAULT BY WSA.** WSA shall not be considered in breach or default of any of its obligations under this Agreement, unless (i) Customer shall have first provided to WSA written notice of such an alleged breach or default within a reasonable time after Customer becomes aware of or forms a belief that such breach or default occurred (ii) such written notice specifies in reasonable detail the grounds for such breach or default, and (iii) WSA has either failed to cure such breach or default within thirty (30) calendar days following receipt of such written notice from Customer, or has failed to undertake within such thirty (30) day period reasonable steps to cure such breach or default, and completes such cure within a reasonable time thereafter. In the event of any such breach or default by WSA under this Agreement, Customer may exercise any or all remedies available under this Agreement and applicable law, subject only to the limitations and conditions set forth in this Agreement, including, those set forth in the Limited Warranty, the limitations set forth in Sections 8 and 9 of this Agreement, and the dispute resolution provisions contained in Section 14 of this Agreement.
13. **DEFAULT BY CUSTOMER.** Customer shall be in default of its obligations under this Agreement and all other agreements with WSA, if Customer fails (1) to pay when due any amount owed to WSA under this Agreement or any other agreement with WSA, and Customer fails to cure such default within ten (10) calendar days after being provided written notice of such failure to pay, (2) any representation or warranty of Customer contained in this Agreement or any other agreement with West Star is not true and correct or (3) Customer fails to comply with any other obligation of Customer under this Agreement. In the event of any such default by Customer under this Agreement or any other agreement with WSA, WSA may suspend or stop performance under and/or terminate this Agreement and/or any such other agreement with Customer, in addition to the

exercise of any or all remedies available under this Agreement, any such other agreement with Customer and applicable law, subject only to the dispute resolution provisions contained in Section 14 below. Customer expressly acknowledges and agrees that upon and following the occurrence of any such default by Customer, WSA shall have no obligation to perform any preservation tasks to or for the Aircraft, or its engines or systems, and Customer hereby waives any rights and claims with respect to, and releases WSA from any liability in connection with, (i) any failure or refusal of WSA to perform any such preservation tasks to or for the Aircraft, or its engines or systems, or (ii) the performance of any such preservation tasks to or for the Aircraft, or its engines or systems, whether performed voluntarily by WSA at its sole discretion, or otherwise required by applicable law.

14. DISPUTE RESOLUTION.

(a) If Customer has a dispute with or a claim against WSA arising out of or relating to the work and this Agreement (a "Dispute"), then Customer shall give written notice to WSA requesting that senior management of Customer and WSA attempt to resolve the Dispute. Such notice shall specifically refer to the dispute resolution procedures of this Section 14. Within fifteen (15) calendar days after receipt of such notice, WSA shall submit a written response. Both the notice and the response shall include, with reasonable particularity, a statement of the applicable party's position and a summary of reasons supporting that position and the name(s) of senior management who will represent the applicable party. 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. At no time shall Customer initiate litigation related to this Agreement, except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the parties or as otherwise permitted in this Section 14.

(b) If the parties are unable to resolve the Dispute in accordance with clause (a) above, then the Dispute shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to this clause (c). Such arbitration shall take place at a location within the county of the state where the work under this Agreement was primarily performed (provided that, by mutual agreement, the proceedings may be conducted via video conferencing), and before one neutral, independent and impartial arbitrator appointed by JAMS in accordance with its rules, provided that such arbitrator shall have relevant technical expertise in the aviation industry with respect to the maintenance and repair of aircraft comparable to the Aircraft. The arbitration shall be administered by JAMS pursuant to its applicable Arbitration Rules and Procedures. Judgment on any award may be entered in any court located within the county and state where the work under this Agreement was primarily performed. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

(d) All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys in discussions conducted under clause (a) or in mediation under clause (b), above, are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

15. ATTORNEY FEES. The prevailing party in any proceeding (including any court, arbitration or mediation proceedings) to exercise any remedy under or otherwise enforce any term or condition of this Agreement shall be entitled to all of its reasonable costs and attorneys' fees incurred in connection therewith (including court costs and fees and costs of experts and other professionals) in addition to any other relief available in law and in equity.

16. APPLICABLE LAW. This Agreement shall be interpreted in accordance with the law of the state where the work is accomplished, without regard to conflicts of law principles. The parties consent and hereby submit to the exclusive jurisdiction of the state courts located in the county and state where the work is accomplished for a determination of any and all issues between them relating to this Agreement or its subject matter, subject to the Dispute resolution provisions in Section 14 above. Customer hereby expressly waives the right to a jury trial in any and all proceedings, any and all

objections to venue and inconvenient forum in the state courts referred to in this section, and any and all rights to remove any action to the United States District Courts.

17. REPRESENTATION OF AUTHORITY. THE PERSON SIGNING THIS AGREEMENT (OR AUTHORIZING ANY AMENDMENT OR SUPPLEMENT TO THIS AGREEMENT OR THE WORK) REPRESENTS AND WARRANTS THAT SUCH PERSON (AND ANY ENTITY ON WHOSE BEHALF SUCH PERSON IS SIGNING AS AGENT OF CUSTOMER) IS DULY AUTHORIZED TO ACT AS AN AUTHORIZED AGENT OF CUSTOMER AND THE OWNER OF THE AIRCRAFT (IF CUSTOMER IS NOT THE OWNER), AND HAS FULL POWER AND AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF THE NAMED CUSTOMER AND TO BIND CUSTOMER AND THE OWNER OF THE AIRCRAFT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS MAY BE AMENDED OR SUPPLEMENTED.

18. SUBSTITUTIONS. Subject to the approval of Customer, such approval not to be unreasonably withheld, WSA reserves the right to incorporate changes to the work as deemed necessary by WSA to avoid delays or improve product control, performance, reliability, stability, utility, manufacture or appearance of the Work.

19. PMA PARTS AND REMOVED PARTS. Customer agrees that FAA PMA approved parts may be used, unless otherwise agreed in this Agreement. Any parts or assemblies permanently removed from the Aircraft as part of maintenance or modification events will become the property of WSA upon their removal, unless otherwise specified in writing and agreed by both WSA and Customer.

20. MISCELLANEOUS. Pricing stated herein is good for a period of 30 days from the date of this proposal. Pricing may or may not include an agency or finder's fee of a third party. References to this Agreement shall include these Terms and Conditions and the proposal, quotation, work authorization or other agreement between Customer and WSA to which these Terms and Conditions are attached or a part of or incorporated by reference, and any amendments or supplements hereto and mutually agreed in writing or in electronic transmissions between the parties. This Agreement is the entire agreement and exclusive statement of the work to be performed and the applicable terms and conditions, and supersedes any prior agreements and contemporaneous oral agreements, of the parties concerning its subject matter. No amendment of, or waiver of a right or requirement under, this Agreement will be binding upon WSA unless it is in writing and signed by WSA, or in electronic transmissions between the parties and confirmed by WSA, and any such waiver shall not constitute a waiver of any subsequent right or requirement unless so specified. If a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted. Failure by a party to assert any right under this Agreement shall not be a waiver of such right and no waiver shall be implied from the acceptance of any payment or service. No written waiver of any right shall extend to any subsequent similar or dissimilar breach. In the event of a conflict between this Agreement and any other agreement between WSA and Customer with respect to the subject matter hereof, the terms of this Agreement shall prevail. The titles and subtitles given to Sections of the Agreement are for convenience only and shall not limit or restrict the context of the Section to which they relate. The provisions of this Agreement are for the benefit of the parties and not for the benefit of any other person.