



Lynchburg Regional Airport  
Lynchburg, VA 24502  
434-237-7002

## **TERMS AND CONDITIONS FOR MAINTENANCE, REPAIR & INSPECTION SERVICES**

*Effective 01/01/2017*

1. Applicability. Unless otherwise agreed in writing by Freedom Aviation, Inc. (“Freedom”), Freedom’s performance of aircraft maintenance, repair, and inspection services is conditioned upon Customer’s acceptance of these Terms and Conditions for Maintenance and Repair Services (“Terms”). “Customer” means the customer identified on a Maintenance Authorization and/or Quote as well as the registered owner of the aircraft, if someone other than the registered owner is requesting services. Upon request for aircraft maintenance, repair, or inspection services (“Services”) by Customer, Freedom may offer to perform such Services by issuing to Customer a Maintenance Authorization and/or Quote. The Maintenance Authorization and Quote are each Freedom’s offer to Customer and do not constitute acceptance by Freedom of any offer by Customer. No other terms or conditions will have any application to this agreement or any transactions occurring pursuant hereto, unless specifically accepted in writing by Freedom. Customer may accept Freedom’s offer to perform Services by both signing and delivering to Freedom a Maintenance Authorization or Quote, or by authorizing performance of Services via email. It is expressly agreed that Customer’s acceptance of the Maintenance Authorization or Quote will constitute agreement by Customer to the terms and conditions contained in the Maintenance Authorization or Quote and to these Terms (collectively referred to as the “Agreement”). Any additional or different terms or conditions contained in any acknowledgement or acceptance of the Maintenance Authorization or Quote by Customer will be deemed objected to by Freedom without the need of further notice of objection and will be of no effect nor in any circumstance binding unless accepted by Freedom in writing. Acceptance or rejection by Freedom of any such additional terms or conditions will not constitute an acceptance of any other additional terms or conditions.

2. Expiration of Offer. Freedom’s offer to perform services will expire at 5pm on the thirtieth (30th) day following the date of the Maintenance Authorization or Quote.

3. Authority to Request Services. Customer hereby represents and warrants that Customer is either the registered owner of the Aircraft identified on the Maintenance Authorization or Quote, or is in lawful possession of the Aircraft and is authorized to request the Services described in the Maintenance Authorization or Quote. Freedom reserves the right to condition the provision of Services on Customer furnishing Freedom a signed authorization from the registered owner of the Aircraft.

4. Services; Changes. All Services on the Aircraft or related equipment will be performed in accordance with the original equipment manufacturer’s (‘OEM’) current maintenance manual, specifications and procedures, unless otherwise provided in the Maintenance Authorization or Quote. Customer hereby authorizes Freedom to acquire on behalf of the Customer all parts, components, materials and equipment necessary to complete the



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Services. Unless otherwise specified in the Maintenance Authorization or Quote, Customer authorizes Freedom to perform or cause to be performed all necessary testing of the parts stated in the Maintenance Authorization or Quote. Additionally, Customer agrees to the current call-in (after hours) fee per aircraft as posted on Freedom's website on the date of the requested Services, and agrees that Customer must pay for a minimum of two hours of Service.

Freedom will maintain reports, records, and other data in compliance with the applicable FAR in connection with the Services performed on the Aircraft, and will deliver such reports, records, and other data to Customer upon request or as required by law.

Freedom will be permitted to subcontract any Services to a licensed third party provider without Customer's consent or prior notice, provided such Services are performed at Freedom's facility.

Any changes or additional work requirements must be documented by a new Maintenance Authorization or Quote, and authorized via email from or signature of Customer or Customer's agent.

5. Delivery; Place of Services. Freedom's obligation to perform Services on or to the Aircraft will be conditioned on Customer delivering the Aircraft at its own risk and expense to Freedom's facility located at Lynchburg Regional Airport where such Services will be performed.

6. Payment; Collections; Invoices. Customer shall pay to Freedom all amounts due under this Agreement at time of delivery, unless some other payment terms are agreed to in writing signed by both parties. If Customer fails to accept delivery of the aircraft within ten (10) days of notice by Freedom, which notice may be made via email, all amounts due will be due within 30 days of notice by Freedom. In any case if payment is not made within 30 days, the balance shall accrue interest at the rate of 1.5% per month, until paid. If Freedom must take any action to collect any amounts due under this Agreement, Customer shall be responsible for payment of Freedom's costs of collection, including reasonable attorney's fees and opinion witness fees which costs may be represented as a percentage up to 33% of the total of the delinquent invoices plus the default interest, if a collection agency is engaged to collect such costs.

If Customer disputes an invoice, Customer agrees to notify Freedom in writing within three (3) business days of receipt of invoice with detailed objections to the disputed parts of the invoice, and agrees to pay the undisputed part in accordance with these terms. If Customer fails to notify Freedom of any dispute with an invoice as provided above, Customer agrees that such failure will be deemed a waiver of the right to contest its accuracy and the invoice will be deemed accurate.

7. Limited Warranties. THE WARRANTIES CONTAINED IN THESE TERMS ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, AT LAW OR IN EQUITY, WITH RESPECT TO THE SERVICES, ANY RELATED PRODUCTS,



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INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Freedom warrants that all Services performed hereunder will be free from defect for a period of 60 days from the date of the Aircraft being returned to service or 50 flight hours, whichever occurs first. Freedom also agrees to assign to Customer or the registered owner of the Aircraft all manufacturers warranties, if any, for products installed on the Aircraft for the period of the manufacturers' warranty, subject to all exclusions and limitations as may be set forth therein. Freedom's obligation, and Customer's sole and exclusive remedy under these warranties is limited to repair or replacement at Freedom's option, of the part or component, to be determined to be defective in workmanship or material during the applicable warranty period.

Freedom's obligations under these limited warranties are conditioned on (i) Customer's payment for Services, (ii) Customer informing Freedom of any claimed defect within ten (10) days from discovery of the claimed defect, and (iii) Customer delivering the Aircraft to Freedom's facility for inspection. These limited warranties will be void if (i) Customer or a third party have attempted to repair the claimed defect without the prior inspection and/or authorization of Freedom, (ii) Customer has not taken precautions to prevent an exacerbation of the defect, or (iii) Customer has not complied with operating instructions provided by Freedom or the manufacturer of any part.

8. Mechanic's Lien; Security Interest. Customer acknowledges and agrees that Freedom will have the right to file and enforce liens against the Aircraft under state and federal law in the event Freedom is not paid for Services when due. Customer acknowledges and agrees that by performing Services on the Aircraft, Freedom will be considered a "keeper" of the Aircraft for purposes of Virginia Code § 43-34.1(2016). If Customer is not the registered owner of the Aircraft and is paid by the registered owner for the Services, Customer agrees to hold such funds in trust for the benefit of Freedom.

9. Security of Aircraft: Customer agrees to not leave any articles of personal property in the Aircraft, and agrees that Freedom is not responsible for lost articles of personal property left in Aircraft, including, but is not limited to, cell phones, headsets, handheld radios, handheld GPS equipment, etc.

10. DISCLAIMER OF DAMAGES; LIMITATION OF LIABILITY. IN NO EVENT WILL FREEDOM BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM THE SERVICES PROVIDED HEREUNDER, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE, DELAYS, OR CLAIMS OF CUSTOMERS OF CUSTOMER OR OTHER THIRD PARTIES FOR SUCH OR OTHER DAMAGES. FREEDOM'S LIABILITY ON ALL CLAIMS, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHERWISE FOR ANY LOSS OR DAMAGE ARISING OUT OF, OR CONNECTED WITH AN ORDER, OR FROM THE



DESIGN OR MANUFACTURE OF PRODUCTS, SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE QUOTE OR MAINTENANCE AUTHORIZATION.

11. Loss of Use. Freedom is not responsible for the loss of use of the Aircraft or the loss of any business or personal opportunity related thereto as a result of Freedom's performance of the Services.

12. Excusable Delay. Freedom will not be held responsible nor deemed to be in default under this Agreement for any delay in delivery of the Aircraft or other performance hereunder due to or arising out of causes beyond its reasonable control, including but not limited to: force majeure, Acts of God or public enemy, war or civil war, insurrection, riot, fire, flood, explosion, natural disaster, accident, epidemic, quarantine, restrictions, labor dispute in particular external strike, lockout or serious accidents (resulting in the cessation, slowdown or stoppage of work), embargoes, acts of civil or military authorities. Under no circumstances will Freedom be liable nor deemed to be in default under these Terms for delays caused by:

- a. Failure of Customer to deliver to Freedom as agreed the Aircraft or the required supplies or data, in due time and/or serviceable condition and/or sufficient quantity;
- b. Inability after due and timely diligence to procure materials or parts;
- c. Unforeseen or unscheduled major repairs, modifications or extensive additional work, as mutually agreed upon by both parties.

The date of delivery shall be extended for a period at least equal to the time lost by reason of the delay.

13. Miscellaneous Provisions.

a. *Entire Agreement; Modification.* The provisions hereof (including the pertinent Maintenance Authorization Form, Owner Authorization, drawings, and specifications) constitute the entire agreement between the parties and supersede all prior prices, offers, negotiations, or agreements relating to the subject matter hereof. This Agreement may only be modified by a writing signed by both parties.

b. *Waiver.* The terms of this Agreement cannot be rescinded, modified or waived except in writing, signed by an authorized representative of Freedom. Additionally, a waiver by Freedom of a breach by Customer shall not be construed as a waiver to any subsequent breaches by Customer.

c. *Severability.* If any term of this Agreement is found or held to be invalid, illegal, or unenforceable, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability without affecting the other terms hereof, which shall remain in full force and effect.

d. *Governing Law; Forum Selection; Waiver of Jury Trial.* This Agreement will be governed by the laws of the Commonwealth of Virginia without regard to any conflict of law principles. Any action or suit arising out of this Agreement must be brought in a court sitting in Lynchburg, Virginia. Each party hereby consents to and irrevocably waives any objection to the jurisdiction of such courts. The parties also irrevocably waive their right to a trial by jury.