MartinAviation®
An Air/Lyon Inc., Co.

ACTT:_____

LNGS/CYC:_____

FAR91__FAR135__FAR121__

# MAINTENANCE AUTHORIZATION TO REPAIR

## AIRCRAFT INFORMATION

A/C MAKE:_____ A/C MODEL:_____
SERIAL #:_____ REGISTRATION #:_____

## CONTACT INFORMATION

OWNER:_____ _____ AUTHORIZED REP:_____
PHONE#:_____EMAIL:_____

## SERVICE INFORMATION

REQUESTED SERVICE DATE: _____PLANNED DEPARTURE DATE:_____
AIRCRAFT KEYS: ___YES ___NO KEY LOCATION:_____
AIRCRAFT LOCATION:_____INSTRUCTIONS TO ACCESS AIRCRAFT:_____
_____
WORK TO BE PERFORMED:_____
_____
_____

## BILLING INFORMATION AND PAYMENT TERMS

Martin Aviation policy requires that full payment via wire or check is received upon completion of work. In addition, when scope of work is estimated to exceed $10,000, 1/3 of initial estimate is due at induction of aircraft, and 1/3 is due at midpoint of the job. Estimate of final bill is due prior to release of aircraft, with final invoice total being adjusted or credited as appropriate within 10 days. Approved items not quoted in the estimate will be billed on a time and material basis, per our published labor rates at the time of aircraft induction. All prices quoted herein are exclusive of freight, fuel, flight costs, environmental fees and/or applicable taxes.

BILLING CONTACT:_____EMAIL:_____
CARDHOLDER NAME:_____COMPANY NAME:_____
BILLING ADDRESS:_____CITY:_____STATE:_____
ZIP:_____BANKCARD TYPE: ___VISA ___MASTERCARD ___AMEX ___DISCOVER
CARD NUMBER:_____EXPIRATION DATE (mm/yy):_____
THREE DIGIT CODE ON BACK OF MASTERCARD, VISA OR DISCOVER CARD: ____ ____ ____
FOUR DIGIT CODE ON FRONT OF AMEX CARD: ____ ____ ____ ____

I hereby authorize, and if applicable grant the above listed representative to authorize, repair work to be done as described above and further authorize the above scope of work to be charged to my bankcard in the event payment is not received via payment terms as listed above (additional fees may apply). I understand an authorization hold may be placed on my bankcard, prior to work being completed. ACCEPTANCE OF ANY PAYMENT VIA BANKCARD IN EXCESS OF $2000 IS AT THE SOLE DISCRETION OF MARTIN AVIATION.

I hereby authorize Martin Aviation and its contractors to repair the above discrepancies, using whatever materials are necessary and hereby grant Martin Aviation and/or its employees, permission to taxi and operate the aircraft herein described for the purpose of completing said repairs.

I certify that I am authorized to order and pay for the repair of the discrepancies listed above. I further certify I am solely responsible for payment of the repair of the discrepancies and an express mechanics lien is hereby acknowledged on the above aircraft to secure the amount of the repairs hereto.

SIGNATURE:_____DATE:_____

SEE REVERSE FOR ADDITIONAL TERMS AND CONDITIONS

# TERMS AND CONDITIONS OF SALE - MARTIN AVIATION

**TITLE:** Title to all parts and materials installed in Customer's aircraft regardless of affixation or installation therein, shall not pass to Customer or any other person, firm or corporation, until payment in full is made by the Customer and received by Seller.

**ESCALATION:** If the work or any portions thereof is to be performed and paid for on time and materials basis and should a general increase or decrease in the basic per hour rates charged for this type of work be notified to Customer in writing by Seller during the performance of this Agreement, then such increased or decreased rates shall be applicable for all work performed subsequent to the effective date specified in such notice and shall be paid by Customer as set forth therein.

**PAYMENT:** All payments shall be made in full upon delivery of the aircraft to Customer except where Seller and Customer have agreed, in writing, to credit terms for payment and/or schedule advance payments. The maximum allowable service charge under the laws of California shall be applied to all past due accounts commencing from the due date until the date the invoice amount is paid.

**COLLECTION:** Operator agrees to pay all reasonable attorney's fees, costs and expenses incurred by Seller in the enforcement of or in consequence of any breach of this Agreement by Customer. Customer grants to Seller a lien and security interest with respect to the work performed hereunder and the Aircraft for all obligations and liabilities arising under this Agreement.

**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, imposts, tariffs or other similar levies shall be added to the prices and paid by the Customer except where the Customer shall furnish appropriate certificate of exemption there from. Customer indemnifies and holds Seller harmless from the payment or imposition of any tax imposed for any articles sold or used hereunder or for any work performed hereunder of any state sales and use tax act statute plus any penalties or interest or attorney's fees connected with the imposition of any such sales or use tax in connection with the articles sold or used for the work performed hereunder.

**EXCHANGES:** Customer agrees that if parts are replaced hereunder on an exchange basis and the exchange core requires replacement parts not normally required during the overhaul, then in such event the Customer shall be invoiced for such replacement parts for which the Customer agrees to pay.

**CHANGES:** Customer may request changes or additions to the work set forth herein and/or in any applicable drawings, specification and/or designs, provided that the written consent of Seller is first obtained. Such change or additions may be made only through the initiation of additional items and/or additional work orders and may affect price and delivery. Any change in price shall be borne by Customer. It is understood that the prices stated herein are based on straight time labor costs; any change requested by Customer necessitating an overtime expense will be deemed a change under this paragraph.

**EXCUSABLE DELAY:** Where a delivery schedule has been given, Seller will use reasonable efforts to comply with such delivery schedule shown on the notice hereof, however Seller shall not be considered in default hereunder and no liability is assumed by Seller for any change in delivery schedule due to any cause not reasonably within the control of Seller including but not limited to fire, explosion, riots, acts of God, civil disturbances, floods, earthquakes, and casualties similar in nature to the foregoing, or delays caused by vendors or suppliers of Seller. Should events occur which would give rise to Customer's claim that Seller is in default hereunder. Customer shall first give Seller a thirty (30) day written notice of its claim during which time Seller may cure any claimed default and incur no liability therefore.

**INDEMNIFICATION:** Customer shall indemnify and hold Seller, its employees and agents harmless for loss or damage to the aircraft including the work accomplished on the aircraft under this Agreement for any reason whatsoever while the aircraft is in the possession and/or control of Seller or on the premises of Seller. Notwithstanding the foregoing, Seller shall indemnify and hold Customer harmless for loss or damage to the aircraft occurring while it is not in flight providing such loss or damage to the aircraft is solely, directly and proximately caused by the negligence of Seller. In no event shall Seller'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.
FLIGHTS BY SELLER: this Agreement does not cover delivery flights of Customer's aircraft by Seller or any flights of Customer's aircraft. In the event that Customer desires Seller to perform such service, they will be tendered under a separate Agreement which will require appropriate insurance and indemnification protection of Seller by Customer before the commencement of such flights.

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**WARRANTY**: Seller warrants its workmanship and installation to conform to manual specifications, plans and drawings agreed in writing to be applicable and will be free from defects in material and workmanship. This warranty and the liability of Seller hereunder shall be limited to correcting or repairing such portions of its labor and installation which are not in accordance with said specifications, plans or drawings. Seller's responsibility under this warranty shall expire ninety (90) days after delivery to Customer of the aircraft, which embodies work performed hereunder, provided that written notice of such defective or nonconforming workmanship or materials occurs and is given to Seller within said ninety (90) day period and the defective
or nonconforming article is returned to Seller within a reasonable time after discovery of such defect or nonconformance with all transportation charges, taxes, imposts duties or excises prepaid by Customer and which, upon examination by Seller, is shown to have been defective or nonconforming, unless Seller waives such return and/or examination in writing. Customer's sole remedy hereunder is limited to those labor charges of Seller's personnel required for the adjustment, repair or corrective work, when such charges are authorized by Seller. No warranty is given with respect to parts not manufactured by Seller, however, Seller will endeavor to obtain the best possible warranties from its vendors in favor of Seller and/or its customers. In addition, Seller does not warrant any stoppage of fuel leaks for which Seller has agreed to seek out and repair, due to the difficulty in locating such leaks.
ALL OTHER WARRANTIES, GUARANTIES, OBLIGATIONS, LIABILITIES, RIGHTS AND REMEDIES, EXPRESS FOR IMPLIED ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY OBLIGATION OR LIABILITY OF SELLER WITH RESPECT TO THE IMPLIED WARRANTY OF MERCHANTABILITY ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE AND ANY IMPLIED WARRANTY OF FITNESS AND ANY OBLIGATION OR LIABILITY OF SELLER, ARISING IN TORT WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF SELLER ACTUAL OR IMPUTED, OR FOR LOSS OF USE. REVENUE OR PROFIT WITH RESPECT TO THE AIRCRAFT AND THE WORK THEREON, FOR ANY LIABILITY OF CUSTOMER TO ANY THIRD PARTY OR ANY OTHER DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED AND DISCLAIMED. NO AGREEMENT EXTENDING THIS WARRANTY SHALL BE BINDING UPON SELLER UNLESS IN WRITING AND SIGNED BY ITS DULY AUTHORIZED OFFICER OR REPRESENTATIVE.ABOVE WARRANTY IS THE ONLY WARRANTY GIVEN UNLESS OTHER WARRANTIES ARE ATTACHED AND THEREBY MADE A PART HEREOF.

**LIMITATIONS OF LIABILITY:** Seller's liability on any claim of any kind including negligence for any loss or damage arising out of, connected with, or resulting from this order, or from the performance or breach thereof, or from the manufacturer's sale, delivery, resale, repair or use of any article covered by or furnished under this order shall in no case exceed the price allocable to the article or part thereof which gives rise to the claim. In no event shall Seller be liable for special, incidental, or consequential damages. Except as herein expressly provided to the contrary the provisions of this order are for the benefit of the parties in the order and not for the benefit of any other person.

**REPRESENTATION:** Customer's representatives shall have access during normal business hours to Seller's facilities and the aircraft while the work is being accomplished. Seller's regulations concerning employees and facilities will be observed by such representatives or they will not be permitted. Customer shall only deal with authorized personnel of Seller. Customer's representatives shall not have access to any portion of Seller's facilities which may be restricted by U.S. Government security regulations, or so designated by Seller.

**APPLICABLE LAW:** This Agreement shall be interpreted in accordance with the laws of California. The parties hereto agree that any litigation arising out of this Agreement shall be in California. Any legal action by Customer for breach must be commenced within one (1) year from the date of the breach. Customer agrees to pay all costs and expenses including reasonable attorney's fees incurred by Seller in any action to enforce its rights hereunder. The United Nations Convention on Contracts for the International Sale of Goods, 1980, and any amendment or successor thereto is expressly excluded from this Agreement.

**WAIVER:** Failure by Seller to assert all or any of its right upon any breach of this agreement 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. Nor written waiver of any right shall extend to or affect any other right Seller may possess, nor shall such written waiver extend to any subsequent similar or dissimilar breach.

**ESTIMATED PRICING:** Estimated pricing is defined to mean an approximate calculation only. The final price may exceed the estimate price.

**SEVERABILITY:** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or 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 enforceable in any respect.

**ENTIRE AGREEMENT:** Upon acceptance of this Agreement by Customer, the provisions hereof (including the pertinent 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, including but not limited to Customer's terms and conditions of purchase presented to Seller prior or subsequent to the date of this Agreement.