## 1. Representation of Authority to Request Parts and Services

- 1.1 The Customer ("Customer"), as identified on a separate Service Order, acknowledges reading, understanding, and accepting the following General Terms and Conditions (hereinafter GTC) under which various parts and services shall be provided by Cessna Dusseldorf Citation Service Center GmbH ("Service Center") to Customer. Customer represents that he/she has full authority to bind the owner of the aircraft as agent, mandate and/or representative for the owner and authorizes the parts and services to be performed by the Service Center.
- 1.2 The Customer requesting the parts and services is assumed to be the owner of the item or the aircraft to be serviced. If the Customer is not the owner, the Customer shall identify the owner on the Service Order.
- 1.3 Signature by Customer or its authorized representative on the Service Order constitutes acceptance by Customer of Service Center's offer of parts and services and authority for Service Center to perform the work indicated on the Service Order. Service Center will notify Customer of additional discrepancies. Customer shall promptly provide written approval or disapproval for Service Center to address the additional discrepancy pursuant to these GTC.

## 2. Scope of the General Terms and Conditions

- 2.1 These GTC control the relationship between Service Center and Customer to the exclusion of and in precedence over any other general conditions. Service Center will not be bound by the terms of any other document. Service Center's failure to object to such shall not be deemed to be a waiver.
- 2.2 Service Center may, in its absolute discretion, delegate or subcontract any work authorized by Customer to a third party. The terms of this document apply to all work done by Service Center or any Service Center subcontractor.
- 2.3 Customer hereby grants to Service Center, its employees, and agents permission to operate the Aircraft on ground at Service Center's discretion, for the purpose of testing and inspecting the aircraft as part of the services provided. Service Center may continue such operation until satisfied that the Aircraft is functioning satisfactorily. The cost of such operation shall be paid by Customer.
- 2.4 Service Center shall supply all the parts necessary for the performance of the services, unless otherwise agreed in writing. Any parts or components replaced by Service Center during performance of the services shall become the property of Service Center and may be disposed of by Service Center without approval from Customer.

### 3. Contact with Service Center

Communications by Customer with Service Center may be through the representative assigned by Service Center to Customer or through the Service Center General Manager.

### 4. Prices and Payments

4.1 All parts provided and services performed are Ex-works – Incoterms 2010.

- 4.2 Part prices and service rates shall be those in effect at Service Center on the date of Customer signature on the Service Order. The hourly rates and inspections flat rates are available upon request by Customer. If Service Center modifies its prices or rates during the performance of the services, Customer shall be notified of such modification before the Services are performed. Customer also understands and agrees that Service Center charges an 8% handling fee on all parts, to cover freight, import/export costs, and customs clearance. For small work scopes (primarily line service events), a three-hour flat rate may be applied to the invoice.
- 4.3 The exchange price for any exchange part is conditioned upon that part being complete and accepted by the overhaul vendor as an exchange part. Service Center reserves the right to charge for any repair, inspection, or modification required to the core when such additional work is required.
- 4.4 Additional costs resulting from performance of service outside the facilities of Service Center shall be paid by Customer.
- 4.5 Service Center reserves the right to demand a reasonable advance and/or progress payment, in the sole discretion of Service Center, and Customer agrees to pay such invoices according to their terms. If Customer cancels a reserved maintenance slot, Service Center may apply any deposit to its costs incurred or any pre-work that has commenced prior to cancellation.
- 4.6 Unless otherwise agreed by Service Center in writing, Customer guarantees that all invoices issued by Service Center to Customer for the parts and services provided shall be paid without deduction prior to release of the aircraft to Customer. However, all or part of the invoice amount may be placed on Customer's Textron Aviation open account if the account is in good standing and have sufficient credit available. If Customer fails to pay any invoice in full within the time period specified on the invoice after receipt, Service Center may charge interest from the next day at the rate of one and a half times the statutory interest rate for commercial debts per month.
- 4.7 If Customer disputes an invoice amount, Customer shall provide to Service Center written details of the dispute within 10 days of invoice receipt and shall pay the undisputed part. Failure to provide such details within 10 days shall result in presumed acceptance by Customer that the invoice is correct.
- 4.8 Acceptable methods of payment include wire transfers or credit card payment via the Textron Aviation Customer Portal. Cash or third-party checks are not acceptable.
- 4.9 In the event that Service Center shall be required to initiate a debt collection against Customer, Service Center shall have the right, without prejudice to damages, to increase the amounts due by a lump sum fixed at 15% for collection charges. This charge shall be in addition to any other applicable collection damages and/or charges that Service Center may be entitled to claim against Customer. Customer shall reimburse Service Center for all legal fees and costs incurred to collect such a debt.
- 4.10 Service Center shall retain all rights and title to the parts provided until the corresponding invoices have been paid in full. Customer grants to Service Center a first and paramount lien over any goods or property of Customer in Service Center's possession for all sums due to Service Center for the work performed and parts provided.
- 4.11 Any duties, taxes, fees, charges or expenses arising from the parts or services provided shall be paid by Customer.

### 5. Location of work, standards, liability for delay

- 5.1 Unless otherwise agreed in writing by Service Center, the item or aircraft shall be delivered by Customer to Service Center at Service Center's facility and shall be returned to customer by Service Center at the same facility.
- 5.2 Customer is responsible for freight charges and transit insurance for delivery of an item by Service Center to Customer outside Service Center's facilities. Service Center's responsibility for said item or aircraft ceases upon delivery by Service Center to carrier.
- 5.3 All services will be performed by Service Center pursuant to the standards, current as of the date of Customer signature on the Service Order, specified in applicable manuals and publications of the relevant aircraft and/or component manufacturer and in accordance with the requirements of relevant aviation governmental authorities.
- 5.4 Service Center shall not be liable for any advice or recommendation provided by Service Center regarding storage, application, or use of the parts or services which is not confirmed in writing by Service Center.
- 5.5 Although Service Center will strive to minimize the time incurred to provide parts and services, Customer acknowledges and agrees that completion of any work is dependent on many factors beyond the control of Service Center.
- 5.6 Any proposals or estimates are based on the specified work scope and may change with any material increase or decrease. Final charges may include additional charges associated with discrepancies or findings not within such proposal or estimate or additional work authorized by Customer in writing or parts price changes outside the control of Service Center.
- 5.7 The pricing provided in any proposal or estimate is dependent upon the configuration of the Aircraft relevant to the work being factory standard or as represented by Customer and verified by Service Center. Service Center shall not be responsible for delays or increased costs due to Aircraft being in anything other than the agreed configuration.
- 5.8 Estimates for time of completion of contracted work are not binding, unless specifically agreed in writing by Service Center.
- 5.9 Customer provided parts are subject to Service Center's inspection and acceptance and will incur an inspection and handling fee of 30% of their retail list price. Any such parts shall not be covered by any Service Center warranty.
- 5.10 Force Majeure and Excusable Delay
- 5.10.1 Service Center shall not be responsible for any delay, damages, or claims outside its control or due to Force Majeure, which includes Acts of God or the public enemy, acts of government, fire, explosion, riot, epidemic, quarantine restriction, strikes, civil disturbances, floods, earthquakes, adverse weather conditions, and other similar

causes or events. The time for performance by Service Center shall be extended for a period of time equal to the length of such event or condition and any additional time reasonably required to restore capacity to perform.

5.10.2 Service Center shall not be liable for any loss or damage claimed by Customer as a result of reasonable or unavoidable delay.

### 6. Warranty and warranty periods

- 6.1 A precondition of any warranty claim of Customer is full compliance with all requirements regarding inspection and objection established by section 377 HGB (German Commercial Code).
- 6.2 <u>LIMITED WARRANTY FOR TEXTRON AVIATION AIRCRAFT</u>: PARTS AND SERVICES PROVIDED BY SERVICE CENTER ARE WARRANTED AGAINST DEFECT IN MATERIAL FOR TWELVE MONTHS AND WORKMANSHIP FOR SIX MONTHS FROM THE DATE OF INVOICE. AS CUSTOMER'S SOLE REMEDY, SERVICE CENTER WILL REPAIR OR REPLACE PARTS AND/OR RE-PERFORM APPLICABLE PORTIONS OF SERVICES IF THEY ARE FOUND DEFECTIVE, IN THE SOLE DISCRETION OF SERVICE CENTER.
- 6.3 For any damage caused by the intentional conduct or gross negligence of Service Center's employees, or breach of fundamental contract obligations, Service Center's liability under applicable law is unaffected.
- 6.4 To the extent any break of contract by Service Center is unintentional, damages are limited to those typically predictable.
- 6.5 Service Center's liability for culpable damage to life, body, or health, as well as its liability under the German product liability act, as applicable, is unaffected.
- 6.6 However, any liability not expressly provided for above is disclaimed, including direct or indirect damages, diminished value, or loss of profits, revenue, or use. In addition, all implied warranties including merchantability and fitness for particular purpose are specifically excluded.
- 6.7 With reference to equipment and spare parts used in the maintenance or repair of the aircraft, the respective third-party manufacturer's and/or supplier's warranty (including the Textron Aviation/TAPD Spare Part Warranty) shall be applicable, Customer agrees that Service Center does not have any additional warranty or other liability for the condition or performance of such equipment and spare parts.
- 6.8 This warranty is void if:
- 6.8.1 Customer does not notify Service Center of the claimed defect in writing within ten (10) days from the date it was discovered or reasonably should have been discovered,
- 6.8.2 any part has been modified, overhauled or repaired other than by Service Center and the modification, overhaul, or repair affects the claimed defect,
- 6.8.3 the part or service is a temporary repair performed at the request of Customer,
- 6.8.4 the defect is caused by improper use or negligence of Customer,

- 6.8.5 the defect was caused by a force majeure event, or
- 6.8.6 Customer has not paid the relevant invoice for the part or service.
- 6.9 A defective item or aircraft shall be delivered to Service Center's facility at Customer's cost. If the aircraft cannot be flown to said facility, Customer is responsible for the costs of transportation of the Service Center employees to the aircraft.

#### 7. Insurance

- 7.1 Customer shall, at its own cost, maintain all risks insurance for the Aircraft.
- 7.2 Customer shall, upon request, provide to Service Center written evidence of the insurance policies referred to above.

### 8. Liability

- 8.1 The limitation of liability and warranties stated herein shall also inure to the benefit of subcontractors, employees, parent companies, and affiliated companies of Service Center.
- 8.2 Customer may not assign its rights and obligations under these GTC, in whole or in part, to a third party without the prior express written consent of Service Center.
- 8.3 Service Center does not represent or agree that the Aircraft will be stored in a hangar, absent a specific agreement in writing.
- 8.4 Service Center shall have no liability for any loss or damage to the Aircraft and its parts after the same have left Service Center's premises, other than pursuant to the above Limited Warranty.

#### 8.5 Abandoned Aircraft

- 8.5.1 Should Customer fail to take possession of the Aircraft within twenty-four (24) hours after notice that Service Center's work is complete and the aircraft is ready for Customer (including instances where Service Center is holding the Aircraft pending payment by Customer) or forty-eight (48) hours after request by Service Center for work authorization: (a) storage charges will be incurred by Customer, (b) the Aircraft will be stored outdoors (and exposed to the elements), and (c) Service Center will have no liability for any deterioration or damage to the Aircraft due to any cause and no responsibility to preserve or maintain the condition of the Aircraft or its engines. Provided, however, if Service Center in its sole discretion undertakes any such efforts, Customer will be responsible for the costs of any preservation tasks, which Customer hereby authorizes.
- 8.5.2 Customer will be responsible for all costs related to such delay, including parking fees, customs charges, preservation costs and any other costs, which Service Center may invoice to customer together with a reasonable administrative handling fee.
- 8.6 Service Center shall not be liable at any time for any loss or damage to the aircraft contents or Customer's personal property resulting from causes beyond Service Center's control.

8.7 Service Center makes no representation regarding, and Customer agrees that Service Center shall have no liability for, the quality or performance of any third party STC installed by Service Center at Customer's request.

### 8.8 Limitation of Liability

Customer agrees that the price charged by Service Center for the goods and services provided under this agreement has been determined in reliance upon Customer's acceptance of the terms and conditions of this agreement including this limitation of liability. Service Center's liability for damages of any kind shall in no event exceed the price for the goods or services giving rise to the claim. Neither party shall be liable for any loss of use, revenue, or profits, diminished value, or special, consequential, incidental, or punitive damages that arise or in any way related to this agreement or the aircraft's presence at the Service Center facility, even if the other party has been advised of the possibility of such damages or loss. This limitation of liability applies to the extent permitted by the applicable law and regardless of whether any liability arises from breach of contract, warranty, tort, by operation of law, or otherwise.

### 9. Applicable law, venue, and jurisdiction

In the event of dispute as to the interpretation or performance of these GTC, or their direct or indirect consequences, such dispute shall be subject to the exclusive jurisdiction of the tribunal of general jurisdiction for the particular type of dispute in the venue in which Service Center is located. Such disputes shall be governed by and construed in accordance with the law of such venue.

### 10. Compliance with applicable laws and regulations

- 10.1 The parties agree that they will fully comply with all applicable laws, regulations, and policies, including all applicable Export Control Regulations, the US "International Traffic In Arms Regulations" ("ITAR"), applicable anti-bribery laws, and applicable aviation authority.
- 10.2 Customer further certifies that:
- 10.2.1 The aircraft has not been modified to include any defense or military related equipment like radios, IFF, military radars, lasers, cameras or surveillance systems;
- 10.2.2 The aircraft is not, and has not been, operated in countries or regions that are subject to any U.S. Trade Embargo or Sanctions;
- 10.2.3 Customer is not owned, controlled and does not provide flight services to any person on a U.S. denied or prohibited party list; and
- 10.2.4 Customer is not engaged in nuclear proliferation or the design development, manufacture or deployment of weapons of mass destruction including nuclear weapons, missiles, chemical weapons or biological weapons.
- 10.3 Customer shall also be responsible for compliance with import and export regulations and/or any applicable aviation security or traffic rules. If Service Center is required by law to perform any import or export tasks, Customer will be liable for the costs of those efforts.

#### 10.4 No Re-Export to Russia or Belarus

10.4.1 Customer shall not sell, export, or re-export the purchased goods to Russia or Belarus, or for use in Russia or Belarus. If the Customer sells, transfers, exports, or re-exports the purchased goods to a third-party, the Customer shall with its best efforts, ensure the third-party commits to comply with this restriction. Violations of this condition is a material breach of this agreement and shall permit TAI to seek all available remedies against the Customer, including but not limited to termination of this and all other contracts between the Customer and TAI. The Customer shall inform TAI of any Customer or third-party noncompliance and provide all relevant information to TAI within ten (10) business days of becoming aware of those issues.

#### 11. General

- 11.1 If Customer subscribes to a maintenance tracking service, that coordinates the exchange of data with Textron Aviation, Customer consents to Textron Aviation sharing aircraft return to service data with Customer's tracking service.
- 11.2 In the event any provision in these GTC are determined by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, the remaining terms shall be construed to be valid.
- 11.3 These GTC constitute the entire agreement between the parties, supersede any previous agreement or understanding, and may not be varied except in writing between the parties. All other terms, express or implied, by statute or otherwise, are excluded to the fullest extent permitted by law.

#### 12. Data Privacy

Service Center may receive or retain Personal Data from Customer in connection with the purchase, registration or ongoing support of the Equipment or Services being purchased under this Agreement. For the purpose of this Agreement, this may include Personal Data of the Customer, its employees, agents and/or other authorized representatives involved with the operation, maintenance, support and training for the Equipment being purchased under this Agreement ("Users"). Personal Data received under this Agreement may include any User's first and last name, email address, telephone number, a record of purchases or trade show attendance, training programs, service schedules and other information as requested to facilitate or complete Delivery under this Agreement or to make available and provide the ongoing support,

maintenance, repair, training or other services related to the Equipment or Services being purchased under this Agreement.

Service Center will process Users' Personal Data only as necessary to enable the continuous improvement, marketing and support of Service Center's products and services. Customer agrees that it shall obtain Users' consent to process and disclose Users' Personal Data (including Users' sensitive data, as defined in the European Union data protection legislation) to Service Center from time to time, for the purposes stated under this Article. If applicable, Service Center will comply with the REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing

Directive 95/46/EC (General Data Protection Regulation). Further, Customer hereby warrants that it shall ensure that:

- 12.1 Users understand and consent that Service Center or its Affiliate Companies (which includes any entity controlling, controlled by or under common control with, the Seller) may contact Users to respond to inquiries, process orders, make contact regarding account status or customer service needs, provide ongoing maintenance, repair, training, warranty or programs or other support services related to the Equipment and/or Services being purchased under this Agreement, request feedback on Seller's products and services to enable the continuous improvement, provide information about and market and promote new products or services which may be of interest to Users or to allow Users access to their specific account information;
- 12.2 Users understand and consent to allow Service Center or Service Center's Affiliated Companies to contact Users for the purposes set forth under this Article.
- 12.3 Users understand and consent that Service Center or Service Center's approved third party research firms may contact Users to collect information including, but not limited to, customer satisfaction, mission use and desired product improvements; and
- 12.4 Users understand that they may elect to opt out of any communications received from Service Center, Service Center's Affiliated Companies or Service Center's approved third-party research firms or decline further participation when contacted. Service Center agrees that it will only process Users' Personal Data for the purposes listed above and will not disclose Users' personal data to third parties other than Service Center's Affiliate Companies or approved third party research firms. Service Center considers the foregoing purposes to be critical to its ability to provide ongoing support to Users and vital to Service Center's continuous improvement efforts. Service Centers shall request consent from Customers prior to using Users' Personal Data for any purpose other than those set forth under this Agreement.

## **Textron Aviation Spare Part Warranty**

### A. General Provisions:

(1) Subject to the limitations and conditions below, Textron Aviation Inc. ("Textron Aviation") provides a Spare Part Warranty for each new and exchange spare part sold by Textron Aviation to be free from defects in material and workmanship; provided, however, that the defect must be discovered and reported within a period of twelve (12) months from date of invoice by Textron Aviation, and the claim must be filed and part returned to Textron Aviation within thirty (30) days of discovery of the defect.

(2) The entire extent of Textron Aviation's liability shall be limited to repairing or replacing at Textron Aviation's sole discretion, any replacement part or assembly within the six-month warranty period. The flat-rate labor established by Textron Aviation necessary to remove the part from the aircraft and reinstall it will also be covered by this Limited Warranty, provided the work is performed at a properly rated Textron Aviation Authorized Service Facility.

(3) The part to be repaired or replaced must in all instances be returned, shipping prepaid, to Textron Aviation and with a Textron Aviation-issued Return Authorization. All import duties, customs brokerage charges, sales tax, use taxes and misc. fees, if any, on such warranty repairs or replacements

assemblies or parts are the warranty recipient's sole responsibility. This Spare Part Limited Warranty will apply to any part repaired or replaced by a properly rated Textron Aviation Authorized Service Facility pursuant to this Warranty, provided, however that such warranty for the part repaired or replaced shall be limited to the unexpired portion of the Spare Parts Limited Warranty described in paragraph (1) above, as applicable. In other words, the warranty period of the part repaired or replaced does not restart from the date of reinstallation.

## B. Limitations Applicable to Textron Aviation's Spare Part Warranty:

(1) This Spare Part Warranty shall be void, and Textron Aviation will be relieved of all obligations and liability under this Warranty if:

(a) The alleged defect in the part is caused by misuse, abuse, or negligence on the part of someone other than Textron Aviation, or by corrosion, delamination or accident; or

(b) The alleged defect in the part is the result of normal wear, exposure or maintenance service, that in any way that, in the sole judgment of Textron Aviation, adversely affects the performance, stability or reliability, or found to be free of defects; or

(c) Any Textron Aviation or manufacturer identification mark or name or serial number has been removed; or

(d) The aircraft and/or equipment has not been maintained, operated or stored either in accordance with applicable manuals, communications or other written instructions of Textron Aviation or any manufacturer of the part involved, or in accordance with applicable Federal Aviation Regulations and advisory circulars unless Buyer shows that such maintenance, operation or storage was not a contributory cause of the defect; or

(e) The part has been modified or altered after delivery other than by its manufacturer or in accordance with a modification or alteration scheme approved in writing by its manufacturer. In addition, any part or system of the aircraft affected by a modified or altered part will not be covered by this Warranty; or

(f) The part is used on the aircraft for purposes other than conventional owner/operator usage. Usage not considered conventional owner/operator usage includes, but is not limited to, scheduled airline, shared ownership fleet, government/military or special mission operations and flight/pilot training operations; or

(g) If the alleged defect in or damage to the part was ascertainable by visual inspection upon receipt from Textron Aviation and a claim is not submitted to the Textron Aviation Warranty Department within thirty (30) days from invoice date. This will require end buyer to do a visual inspection of all Textron Aviation parts upon receipt at the ship-to destination.

(2) Textron Aviation shall not be in breach of this Spare Part Limited Warranty solely because a part requires, subsequent to its delivery, some modification or alteration for product improvements or in order to meet a change in the requirements of any applicable Federal Aviation Regulation.

(3) TEXTRON AVIATION HEREBY DISCLAIMS, AND BUYER WAIVES AS TO SELLER AND TEXTRON AVIATION, ALL OTHER WARRANTIES, WHETHER OF MERCHANTABILITY, FITNESS OR OTHERWISE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

(4) THE OBLIGATIONS OF TEXTRON AVIATION SET FORTH HEREIN SHALL BE THE EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY, AND, TO THE SAME EXTENT, NEITHER TEXTRON AVIATION NOR SELLER SHALL BE LIABLE FOR ANY GENERAL, CONSEQUENTIAL, INCIDENTAL, SUBSEQUENT OR COLLATERAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR DIMINUTION OF MARKET VALUE, LOSS OF USE OR LOSS OF PROFITS, OR ANY DAMAGES TO THE AIRPLANE CLAIMED BY THE BUYER OR ANY OTHER PERSON OR ENTITY UPON THE THEORIES OF NEGLIGENCE OR STRICT LIABILITY IN TORT.

(5) ANY ACTION BY BUYER FOR BREACH OF THIS WARRANTY BY EITHER TEXTRON AVIATION OR THE PART SELLER MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. THE CAUSE OF ACTION ACCRUES WHEN THE BUYER FIRST LEARNS THAT THE WARRANTY HAS BEEN BREACHED.

### C. Other warranties applicable to certain Cessna Citation aircraft:

(1) Honeywell, Collins and Ametek parts have a 12-month warranty, regardless of shelf life; and

(2) Select Brake Programs must have reported landings on the respective brake at time of removal for a pro- rated credit consideration to be issued (to be accomplished using the Wear PinTool).

#### D. Hawker 4000 and Premier parts:

Textron Aviation does not extend a warranty for Hawker 4000 and Premier parts. The warranty, if any, offered by the parts manufacturer will be passed through to the Buyer. Textron Aviation will process a warranty claim for a Hawker 4000 or Premier part with the parts manufacturer on behalf of the Buyer. The defect must be discovered and reported within twelve (12) months of date of purchase for new, overhauled, rebuilt, repaired and serviceable Hawker 4000 or Premier parts, and the claim must be filed within thirty (30) days of discovery of the defect.

### E. Core Return Requirements:

(1) A copy of the Textron Aviation packing sheet or invoice must be attached to the returned core.

(2) Cores must be returned with a completed service data tag documented by a licensed mechanic or authorized repair station.

(3) Cores should be carefully repackaged to preclude shipping damage, and the original packing material/methods supplied should be reused when possible.

(4) Cores must be returned to Textron Aviation, unless otherwise directed by Textron Aviation, within thirty (30) days for US domestic orders or forty-five (45) days for international orders, calculated from the date of shipment.

(5) Textron Aviation reserves the right to reject and return cores at customer expense and not issue core credit or reduced core credit for cores that are BER (Beyond Economic Repair), have incomplete data tags, have been disassembled, are not like for like part number or if the core returned exceeds normal run out condition and is going to incur charges over and above the standard overhaul. Textron Aviation will provide bill back notification to the customer within sixty (60) days from receipt of the core if any over and above charges or core unacceptability should be identified.

(6) Failure to comply with the above requirements may delay, reduce or forfeit core credit issuance.

### F. Short Shipments:

Reports of shortage in shipment must be made within ten (10) days from invoice date.

## G. Authorized Returned Goods Requirements:

Customers authorized to purchase parts direct from Textron Aviation are eligible to return parts ordered in error. The following criteria must be met to return a mis-ordered part:

(1) All returns must have prior approval to return.

(a) For new part returns, requests to return components must be made within thirty days from date of shipment, for Hawker or Beechcraft customers, via the WEB based "Create New Part Return" form found on www.Beechcraft.com, or for Cessna customers, by contacting the Cessna Sales Desk at dirop@txtav.com (Domestic) or iasf@txtav.com (International)

(b) For warranty returns, requests to return components must be made within thirty days from discovery of defect:

(i) for Hawker or Beechcraft customers via the WEB based "Create Warranty Claim" form found on www.Beechcraft.com, or

(ii) for Cessna customers, submit claims through www.CPDXpress.com or call +1.316.517.4658.

(c) For more information or if you have any questions regarding return approval:

• Beechcraft or Hawker customers should contact a HBP&D Customer Service Representative at +1.888.727.4344 (US/Domestic) +1.316.676.3100 (International) or fax to +1.316.676.3222 (US/Domestic) +1.316.676.3327 (International)

Cessna customers should contact the Cessna Sales Desk for an ARG at

+1.800.835.4000 (US/Domestic) or +1.316.517.5606 (International).

(2) All parts should be returned with all freight and custom charges prepaid. A copy of the Return Authorization form provided by Textron Aviation must be included in the shipment in addition to any other required shipping documents.

(3) Original Airworthiness Documentation furnished with the original shipment must also accompany the part.

(4) The parts must not have been installed in an aircraft or damaged, and in the opinion of Textron Aviation must be in the same condition as when they were sold by Textron Aviation.

(5) The original packing material/methods should be reused when possible.

(6) Returns must be properly cased, plugged or capped as appropriate and be suitably protected for shipment with packing, shock mounts, shipping flanges or other protective measures so that they arrive at Textron Aviation in good condition. Improper packing may be cause for rejection of credit. All rotable returns must have all original supplier paperwork. Statically sealed items must be returned unopened.

(7) All returned parts are subject to handling charges of 20% of the invoiced price of the item (\$50.00 minimum/\$500.00 maximum) on stock items. Any required recertification prior to restocking and/or items which must be added to part will be charged to the Customer.

(8) If the return is the result of a Textron Aviation error, all Textron-invoiced costs will be credited including freight.

(9) Claims to the freight carrier for carton damage should be submitted upon receipt for carton damage within ten (10) days from invoice date.