

Coastal Winds Avionics

Terms and Conditions

I. **AUTHORIZATION:**

These Terms and Conditions of Coastal Winds Avionics ("CWA"), together with the terms of sale set forth in our Proposal ("Installation Quote") submitted to you, will be the only terms of sale applicable to your provision of repair, installation or servicing ("Services") of your aircraft and parts thereof ("Equipment") described in the Quote and will comprise the entire agreement ("Agreement") for these Services. These terms take precedence over any terms purportedly imposed by Customer and supersede all other negotiations, statements or agreements, exception only a CWA proposal for all or part of the work. In this Agreement "you" and "your" refer to the customer identified in the Proposal and "we", "us" and "our" refer to Coastal Winds Avionics.

II. **PROPOSAL:**

1. The price quotation(s) in this proposal are valid for thirty (30) days. Any revision in quantity, materials, delivery schedule changes, scope, design, or manufacturer/vendor pricing is subject to re-quote. CWA reserves the right to revise the schedule and the estimated costs for this project after the thirty (30) day period.
2. This proposal has been prepared based on standard aircraft configurations and may be subject to change pending review of aircraft wiring diagrams, installed equipment and interior configuration. Because every aircraft varies slightly with panels, wiring and equipment installed, additional hours may be required if the quote was provided without seeing the aircraft in person.

III. **AUTHORIZED AGENT:**

Any agent, representative or proxy will provide written and signed documentation from the aircraft's legal owner(s) granting authority to make decisions regarding the repair, installation, and service of the aircraft while in CWA's facility.

IV. **INCEPTION:**

1. Current versions of the following are required at the start of the installation:
 - Weight & Balance
 - Aircraft Logbooks
 - Wiring Diagrams
 - Electrical Load Analysis
2. Additional costs may be incurred should these documents not be made available.
3. A ground check of the avionics systems to be worked on will be performed at aircraft induction. Any discrepant items discovered during this initial check will be presented to the customer for disposition. The correction of these discrepancies may require additional labor and will be charged on a time and materials basis.
 - a. Customer may authorize additional system inspections beyond the originally quoted scope of work.
 - b. CWA does not warrant equipment and systems outside the authorized scope of work.

V. **PROJECT:**

1. CWA will perform Services on your aircraft and equipment as described in the signed Proposal. Services will be in accordance with our standard commercial practices and may include, when necessary, Designed Engineering Representative (“DER”) approvals on parts and structures and use of PMA parts.
2. Any additional work beyond the work scope described in the proposal will be performed at the current labor rate and may extend the original estimated return to service date.
3. Troubleshooting expenses for non-warranted equipment will be billed to the Customer at actual time and material rates.
4. Title to all materials furnished by us will pass to you upon incorporation in the Equipment and, simultaneously, title to the parts replaced will pass to us. Unless specifically stated or required, existing hardware will be used.
5. If the Customer desires to retain any or all removed materials, written notice to CWA must be given prior to the input date and, if necessary, appropriate adjustments to the quoted prices will be made. Retained materials must be removed from the premises of CWA within thirty (30) days after completion and delivery of the Aircraft or such materials will conclusively be deemed to be abandoned by Customer and title to such materials shall transfer to CWA on the 31st day after Redelivery.
6. All fuel, lubricants and/or crew expenses incurred for engine runs and all flight costs are the Customer’s responsibility.
7. Due to the age and condition of some existing aircraft parts, equipment, interior, etc., some items may be brittle, cracked, damaged and possibly not fit correctly. Some minor cosmetic damage may be inevitable during the installation. CWA will do everything possible with care to prevent damage to these aged items but cannot be held responsible for items that become damaged from normal installation and maintenance. Panel color mismatches may occur due to age and type of base paint. CWA will take all available steps to match paint on new panels to older panels. For 100% guaranteed match, Customer should elect to paint the entire panel.
8. CWA may, but is not obligated to, agree to install Equipment supplied by the customer rather than those procured by CWA. Customer-supplied Equipment is subject to the following:
 - CWA does not warrant customer-supplied Equipment.
 - All time spent by CWA troubleshooting, diagnosing, installing, removing, re-installing, or sending customer-supplied Equipment for repair or certification will be billed at the current CWA Labor Rate.
 - Customer-supplied Equipment is subject to a handling charge. The handling charge is ten percent (10%) of the manufacturer’s List Price of the Equipment (or a reasonable estimate by CWA if list price is not available) and will be invoiced to the Customer in addition to any incurred Labor charges.
 - CWA will not install Customer-supplied Equipment that is not approved for installation in the subject aircraft.
 - Customer must supply, at the time the Equipment is delivered to CWA, all appropriate part documentation required by the governing airworthiness authority.

VI. **AIRCRAFT STORAGE:**

1. CWA does not represent or agree that the Aircraft will be stored in a hangar, absent a specific agreement in writing.
2. Aircraft left on CWA property after return to service or without necessary work authorizations are subject to storage charges equal to the greater of the actual incurred cost of storage or \$10,000 per month or part of a month, beginning 7 days after notice of completion of work or if Customer fails to respond within 48 hours to any request by CWA for work authorization.

3. CWA assumes no liability for any deterioration or damage to the aircraft due to any cause while left in its possession.
4. CWA will have no responsibility to preserve or maintain the condition of the Aircraft or its engines. Provided, however, if CWA in its sole discretion undertakes any such efforts, Customer will be responsible for the costs of any such tasks, which Customer hereby authorizes.

VII. **PAYMENT TERMS:**

1. Unless otherwise agreed, payment in full will be made prior to aircraft departure from CWA's facility.
2. If service is not provided at CWA's facility, payment in full will be made prior to final sign-off.
3. Acceptable methods of payment include approved check, wire transfer, cash, or credit card.
 - a. **Note:** A 3% convenience fee will be added to all credit card transactions.
4. A deposit as noted in the quote will be required at time of firm schedule commitment. When equipment ordered for the project is received, it will be invoiced against the deposit collected. The deposit will be retained by CWA in part or in whole if Customer cancels or materially changes the scope or scheduling of the project.
5. The deposit may be partially refundable, prior to installation, less our standard 25% restocking fee for common components. Overhauled equipment, custom equipment ordered for a particular aircraft, equipment ordered from suppliers with 'No Cancel No Return' policies and other less common or out-of-production components may be ineligible for refund, in which case the equipment will be given to Customer.
6. All freight charges are the responsibility of the Customer and will be charged in addition to pricing quoted on the proposal.
7. All applicable federal, state and/or local taxes and all duties, import or export fees, tariffs, or other similar levies shall be invoiced to and paid by the Customer except when the Customer provides the appropriate certificate of exemption. When applicable, all US and Foreign importation and export formalities, licenses, reporting, documentation, and/or permissions shall be Customer's sole responsibility.

VIII. **RETURN TO SERVICE:**

1. Any proposed completion date is only an estimated completion date and is not guaranteed.
2. At the time of the proposal all components specified could be purchased within the projected time frame.
3. CWA cannot be held liable for any loss of use or other damages for schedule extension or delays. Many factors can cause delays including but not limited to:
 - a. regulations or rulings that directly or indirectly interfere with or render more burdensome the work,
 - b. misrepresentation of current component stock for parts, materials or components by suppliers;
 - c. delays in transportation,
 - d. labor strikes,
 - e. delays in governmental approval,
 - f. acts of God, or
 - g. other causes beyond CWA's reasonable control.
4. At redelivery, CWA will provide copies of all work records required by, as applicable, the FAA, JAA, CAA or other equivalent aviation authority (each, an "Approved Aviation Authority").

IX. **CHECK FLIGHT:**

1. When required by CWA or requested by Customer, a CWA representative will accompany Customer or their representative pilot on a check flight to verify accurate performance of newly installed equipment.
2. A component or system-specific checklist will be completed and signed by CWA and Customer or representative verifying the equipment functions properly.
3. All related costs associated with the check flight are the responsibility of Customer.

X. **LIMITED WARRANTY FOR SERVICES AND COMPONENTS:**

1. CWA warrants that the services performed hereunder will comply with applicable FAA regulations in effect as of the date the work is performed (as interpreted by the FAA office having jurisdiction over the facility at which the work is performed) and will be free from defects in workmanship and material, under normal use for one (1) year from the date of installation.
2. Used or refurbished equipment carries no warranty unless issued by the vendor selling the equipment to CWA but is guaranteed to work at the time of installation and delivery to the customer. No warranty is provided for customer-supplied parts.
3. Customer must send to CWA written notice of a defect within thirty (30) days of discovering it. If CWA reasonably determines that the work performed does not meet this warranty, CWA will, at its discretion, either:
 - a. repair the defective work,
 - b. replace the defective item, or
 - c. refund the repair price allocable to the defective component or work
 - d. The warranty period on any such repaired or replaced item will be the unexpired portion of the warranty of the original work and/or item.
4. The warranty on all other new and used components shall be limited to the warranty provided by the supplying manufacturer or vendor, if any.
5. This warranty does not apply to:
 - a. normal wear and tear,
 - b. the consequences of accident, negligence, abuse, misuse, repair, removal, reinstallation or alteration other than by CWA, and
 - c. Customer-furnished parts or equipment or to work which, at Customer's direction, was not performed in accordance with CWA's standard operating procedures.
6. The sole and exclusive remedy of Customer, and CWA's sole and exclusive liability, with respect to this warranty is limited to repair or replacement (at CWA's option) of the nonconforming or defective work or component.
 - a. Such repair shall be performed at a CWA facility or a facility approved by CWA and
 - b. Customer shall be responsible for all transportation costs to and from said facility.
 - c. Any repairs performed by a third party on CWA workmanship must be approved in advance, or the warranty is void.
7. The foregoing warranty is in lieu of, and Customer hereby waves, all other warranties, expressed or implied, including without limitation implied warranties of merchantability or fitness for a particular use.

XI. **LIMITATION OF LIABILITY:**

1. In no event shall CWA be liable for any special, incidental, consequential and/or punitive damages, including, without limitation, loss of profits, loss of goodwill, loss of use, cost of fuel or flight, loss of time, diminution of value, or inconvenience, even if informed of the possibility of such damages or loss.

2. Under no circumstance will CWA be liable for any failure of a component or part of the aircraft that is not directly caused by work being performed by CWA, nor any damage that occurs as a result. The aircraft owner bears full responsibility for any such damage including damage caused to other property, aircraft, or components.
3. Under no circumstance will CWA be liable for any damage resulting from not following any special or non-typical procedures, including ground handling, operating sequence, etc. unless the owner specifically states those procedures below and explains those procedures to an authorized representative of CWA.
4. Under no circumstance will CWA be liable for any failure of a component or part of the aircraft that is amateur/homebuilt or not engineered and analyzed using industry accepted methods and calculations, nor any damage that occurs as a result. The aircraft owner bears full responsibility for any such damage including damage caused to other property, aircraft or components.
5. In the event CWA is liable for physical damages to Customer's property Customer's sole and exclusive remedy, and CWA's sole and exclusive liability, is limited to the repair or replacement (at CWA's option) of the damaged portion of the property.
6. CWA's liability for damages of any kind shall in no event exceed the price for the goods or services giving rise to the claim.
7. 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.

XII. FORCE MAJEURE and EXCUSABLE DELAY:

1. CWA will not be liable to Customer for any failure to meet its obligations under the Agreement or this Proposal due to any cause beyond its reasonable control, including, without limitation, (i) government embargoes or other governmental acts that interfere with CWA's performance; (ii) any other acts or failure to act of any government, including delays, failure, or refusal to grant approval(s) by the FAA or other aviation authority; (iii) blockades; (iv) seizure or freezing of assets; (v) fires, earthquakes, floods, severe weather conditions, or any other acts of God; (vi) labor strikes or lockouts; (vii) riots, strife, insurrection, civil disobedience, armed conflict, terrorism or war (declared or not), or impending threat of any of the foregoing if reasonably expected to cause injury to people or property; or (viii) shortages of or inability to obtain materials or supplies.
2. The time for performance by CWA shall be extended for a period of time equal to the length of such event or condition.
3. CWA is not liable for any delay due to additional discrepancies discovered in the course of work or changes in the work scope at Customer's request.