



**SOCATA North America Service Center  
STANDARD TERMS AND CONDITIONS**

**Definitions :**

Customer means any company, individual, government or entity, which has the lawful ownership or the lawful usage of the aircraft.

**Payment Terms/Deposit:**

Payment in full is due upon completion of the work performed and prior to the aircraft acceptance at Socata North America's facility, unless otherwise agreed in writing. A finance charge of 1.5% will be assessed on account balances unpaid for 30 days or more from final invoice date. Payment or account questions should be directed to the accounts receivable department at 954-893-1157. Socata North America reserves the right to expend any deposit amount for the purpose of procuring materials or special order equipment to support the project. This deposit becomes nonrefundable within 20 days of scheduled input date. Any exceptions to the above payment terms must be approved in writing prior to commencing any work by Socata North America's finance department.

**Methods of Payment:**

Acceptable methods of payment include Customer check, wire transfer, cash or credit card. A 3% processing fee will be charged for all credit card payments.

**Additional Charges:**

All prices stated as part of this estimate do not include the following expenses. These expenses, if applicable, will be paid by the Customer to Socata North America prior to acceptance or on final invoice at the discretion of Socata North America:

- Sales and use tax on parts and materials installed or applied to aircraft by Socata North America
- Charges for repairing customer-supplied parts, material or equipment determined to be unsuitable for its intended purpose
- Charges for rework of or additions to customer-supplied engineering
- Flight time, crew expenses, fuel costs and insurance required for ground or flight testing
- Any manufacturer or vendor bill backs on exchange parts
- Shipping, handling and freight charges

**Binding Effect:**

This proposal is not binding on Socata North America unless this Agreement is signed by the Customer and returned to Socata North America within thirty (30) days of the quoted date.

**Warranty:**

Socata North America warrants that all maintenance work by it will conform to manufacturer standards and will be free from defects in workmanship under conditions of normal use and service for a period of ninety days from the date of acceptance of aircraft to Customer. Socata North America does not warrant parts and equipment installed by another maintenance facility. Socata North America agrees to assist customer to confer warranties provided by the manufacturer or vendor of parts and equipment installed by Socata North America under this service agreement.



Interiors installed and paint applied by Socata North America are warranted to be free of defects in workmanship performed by Socata North America (a) for a term of 100 flight hours after the completion of Socata North America's work, or (b) for a period of one year immediately after the completion of Socata North America's work, whichever comes first. All warranty work will be performed at Socata North America's facility in Pembroke Pines, Florida or at another location agreed upon in writing by Socata North America and Customer.

The provisions of this warranty do not apply (1) unless customer gives written notice within 48 hours of the discovery of defect and in no case beyond the warranty period, (2) if the aircraft is not maintained or operated in accordance with the manufacturer's instructions, (3) to normal wear and tear, (4) if the aircraft has been repaired or altered outside of Socata North America's facilities or by anyone other than Socata North America, and (5) if the aircraft has been subject to misuse, neglect, or accident. Further, with respect to paint jobs, this warranty shall not apply: (1) to paint application to erosion areas (including but not limited to leading edges, windshield frames), working fasteners, stressed or flexing composite panels, body fairings, and to paint cracking on seam sealants on butt joints, lap seams and access panels.

This warranty is exclusive and in lieu of all other warranties, whether written, oral, express, implied or statutory including, without limitation, any warranty of merchantability or fitness for a particular purpose. In no event shall Socata North America be liable for any special, incidental, indirect, or punitive or consequential damages including, without limitation, lost revenue or profit and cost of replacement aircraft.

The extent of any liability in relation to any failure or defect in the work performed hereunder is limited to the cost of repair. No changes to or extension of this warranty shall be binding upon Socata North America unless made in writing and signed by a duly authorized representative of Socata North America.

#### **Acceptance & Delivery:**

Acceptance of the aircraft shall be deemed to have occurred upon transfer of the aircraft to the Customer. Unless otherwise agreed in writing, the Customer shall not unreasonably delay the Acceptance of his Aircraft.

While the aircraft has been accepted by the Customer, delivery and redelivery shall be made at Socata North America's facility at North Perry Airport, Pembroke Pines, FL, unless otherwise agreed in writing,

#### **Changes:**

No changes to the Service Agreement that will appreciably affect cost or delivery in the work specified in the Service Agreement shall be made except in writing and agreed to by the parties. Except for changes to payment terms, any conflict between the language of the Service Agreement and these Standard Terms and Conditions will be resolved in favor of these Standard Terms and Conditions.

#### **Aircraft conditions:**

The price estimate in this Service Agreement assumes adequate space within the airframe, the existing power and avionics systems can accommodate new work, and that no modifications are required to the structure. Socata North America reserves the right to charge for additional time and materials should these assumptions prove untrue. Wiring diagrams must be complete and conform to current configurations.

#### **Operational Maintenance Flights:**

The Service Agreement does not contemplate flights of the aircraft by Socata North America, whether for testing or for redelivery. Should Customer request that Socata North America perform such services, Socata

Service Center Terms and Conditions

Initials: \_\_\_\_\_

Socata North America, Inc.  
North Perry Airport, 7501 S. Airport Road,  
Pembroke Pines, FL 33023



North America will render them under a separate agreement which will require appropriate insurance and indemnification before such flights.

**Indemnity:**

Customer shall indemnify and hold Socata North America, its principals, employees and representatives harmless of loss or damage to the aircraft or for injury to Customer's employees and third parties while the aircraft is in the possession and/or control of Socata North America or on the premises of Socata North America. Notwithstanding the foregoing and before acceptance of the aircraft by the Customer, Socata North America shall indemnify and hold Customer harmless for loss of or damage to the aircraft or injuries to Customer's employees and third parties occurring while it is not in flight providing such loss, damage, or injury is solely and directly caused by the negligence or willful misconduct of Socata North America. In no event shall Socata North America's indemnity or liability exceed the price allocable to the work performed pursuant to the Service Agreement.

After acceptance of the aircraft by the Customer even if the aircraft is still in Socata North America facilities, Customer is solely liable, indemnify and hold harmless Socata North America from and against any and all claims, losses, liabilities, suits, judgments, expenses and costs (including attorney fees) for any loss of or damage to the aircraft or connected with the death or injuries to Customer's employees and any third parties.

**Default:**

Should either party claim a breach of this Service Agreement by the other, the claiming party shall give written notice of its claim to the breaching party after which the breaching party shall have thirty days to cure such default. If the default is cured within thirty days, no action may be brought arising from the breach. However, with respect to default in payment of money due and owing under the Service Agreement, Socata North America may assess interest at the highest lawful rate for any amounts past due for more than thirty days and Socata North America may enforce any of its rights permitted under the laws of the state of Florida, including enforcement of mechanics' and material men's liens on the aircraft.

**Force majeure:**

Socata North America shall not be considered in default and no liability is assumed by Socata North America for any delay in delivery schedules due to any cause not reasonably within its control including, but not limited to, fire, explosion, riots, acts of God, acts of governmental authorities, civil disturbances, strikes and labor difficulties, delays in the delivery of vendor parts and equipment, and events of a like nature.

**Applicable law:**

This Service Agreement shall be interpreted and governed by the laws of the state of Florida. The parties hereby consent to the jurisdiction and venue of the state courts located in Fort Lauderdale, Florida and, if applicable, the federal courts located in Broward County, Florida. The parties hereby waive their rights to a jury trial and waive any objection to service of process by certified mail.

**Waiver:**

Failure of either party to assert any of its rights under this Service Agreement shall not be deemed a waiver of such rights or of any subsequent breach.

**Assignment:**

Neither party may assign its rights nor obligations under this Service Agreement without the express written consent of the other party but such consent shall not be unreasonably withheld (To be released to avoid any dispute with Service center in other state).

**Severability:**

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Any provision of this Service Agreement which is determined by a court of competent jurisdiction to be void or unenforceable shall not invalidate the remaining provisions.

**Entire Agreement:**

This Service Agreement together with these terms and conditions are intended to be the complete and exclusive understanding of the parties and supersedes any prior agreements or understandings whether written or oral.