

Sales & Service Agreement

All sales and services furnished by G&N Aircraft, Inc. (the "Servicer") to you (the "Customer") are subject to the following terms and conditions:

I. **PAYMENT** Payment is due from the Customer upon completion of work by the Servicer unless credit terms have been extended to the Customer by the Servicer at or prior to the date of this Agreement. The Parties agree that all the payments still owing after the due date shall bear interest at the rate of eighteen percent (18%) per annum.

II. **CHOICE OF LAW/JURISDICTION/VENUE** The Parties agree that the validity of this Agreement and its' individual terms and provisions, as well as the Parties rights and duties hereunder, shall be interpreted and construed pursuant to and in accordance with the laws of the State of Indiana. The Parties further agree that the proper venue for the resolution of any dispute arising over the validity of this Agreement, or of the Parties' rights and duties hereunder, shall be adjudicated in the Circuit or Superior Court of Lake County, Indiana.

III. **WARRANTY DISCLAIMER** EXCEPT AS PROVIDED BY A SEPARATE WRITTEN WARRANTY FROM THE SERVICER OR MANUFACTURER, ALL PARTS AND MATERIALS ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, BOTH EXPRESS AND IMPLIED (INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). FURTHERMORE, NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY THE SERVICER, ITS DEALERS, DISTRIBUTORS, OR EMPLOYEES SHALL CREATE A WARRANTY OF ANY KIND REGARDING THE SALE, SERVICE, OR REPAIR OF ANY AIRCRAFT, AND/OR AIRCRAFT PARTS OR EQUIPMENT, AND YOU MAY NOT RELY UPON ANY SUCH INFORMATION OR ADVICE. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT NEITHER THE SERVICER NOR ANY OF ITS DEALERS, DISTRIBUTORS, AGENTS, OR EMPLOYEES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, PERSONAL INJURY AND LOSS OF ANY PERSONAL OR BUSINESS OPPORTUNITY) ARISING FROM THE USE OF OR INABILITY TO USE ANY OF THE GOODS OR MATERIALS WHICH THE SERVICER HAS SOLD, REPLACED, SERVICED, OR REPAIRED.

IV. **ATTORNEYS FEES** In the event of a default by the customer in the performance of any of the terms and conditions contained in this Agreement, the Servicer shall be entitled to reimbursement of any and all legal expenses including but not limited to, attorneys fees, filing fees, and any other costs associated with any actions taken by the Servicer to enforce this Agreement. In addition, the Servicer shall be entitled to any and all other remedies allowed by law.

V. **LEGAL CONSTRUCTION** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such validity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had ever been contained herein.

VI. **MERGER CLAUSE** This instrument constitutes the entire agreement between the Customer and the Servicer. Any prior written agreements, representations or promises and any prior subsequent oral modifications, communications, or advice from any source shall be no force or effect.

VII. **TERMS OF ACCEPTANCE** Title to risk and of loss for products pass to Customer upon delivery to carrier. Any prepayment by Servicer of freight charges shall be stated in the invoice for the product. If merchandise is received damaged DON NOT RETURN TO SERVICER. Customer should submit the claim with the carrier in accordance with ICC regulations.

VIII. **HANDLING FEE** Servicer reserves the right to deduct a handling fee for any products returned. No products may be returned without prior written approval which MUST ACCOMPANY RETURNS.

IX. **INVOICES** All invoices are subject to the correction of clerical errors.

X _____ Printed Name: _____ Date: _____