



Billings Flying Service Inc.

3655 A J Way

Billings, MT 59106

### **BFS MRO TERMS AND CONDITIONS**

These terms and conditions apply to all quotes and invoices relating to the provision of maintenance, repair, teardown and evaluation, or overhaul services provided to the customer (“you”) by Billings Flying Service, Inc. (BFSI). You and BFSI also may be referenced herein as a “Party” or, collectively, as the “Parties.”

**T&E AND QUOTES:** By sending parts or components (the “Product”) to BFSI, you acknowledge that BFSI shall perform a Teardown and Evaluation (“T&E”) of the Product. After BFSI has completed its T&E, BFSI will provide you with a quote for BFSI’s maintenance, repair, and/or overhaul services on the Product (the “Services”).

**PURCHASE ORDERS:** After receiving the Quote, you may: (i) issue a PO for the Services; or (ii) decline to issue a PO and provide BFSI with instructions as to how to dispose of or return the Product. If you do not accept the quote, you will be invoiced for the Evaluation Charge. BFSI’s written acknowledgment of a PO shall constitute acceptance of your offer and the formation of a contract.

**ACCEPTANCE:** You shall inspect and accept Completed Articles shipped within thirty (30) days of delivery to you. Completed Articles shall be deemed to be accepted unless BFSI receives written notice of rejection explaining the basis for rejection within thirty-five (35) days of delivery to you.

**PAYMENT TERMS:** BFSI shall invoice you for each PO upon delivery of Completed Articles. You shall pay BFSI invoices net thirty (30) Days of the invoice date. All payments to BFSI shall be made in U.S. dollars.

**LIMITED WARRANTY:** BFSI warrants that: Completed Articles shall be: (a) free from defects in workmanship and material for work performed and conform with applicable laws and technical data. All Completed Articles repaired or replaced by BFSI hereunder shall be warranted ninety (90) Days after delivery for work performed.

BFSI’s warranties shall run solely to you, and not to your successors in interest, transferees, or any other third party. No warranty shall apply for a Completed Article that: (x) is damaged by misuse, negligence, accident, contamination, foreign object damage, erosion, corrosion, neglect, or other abuse; (y) is not operated and maintained in accordance with all applicable FARs, manuals, and OEM instructions; or (z) is repaired or overhauled by any entity other than BFSI (including you). In addition, no warranty shall apply unless you notify BFSI within thirty (30) days following discovery of the defect and BFSI concurs that its warranties apply.

**INDEMNIFICATION:** You shall fully indemnify BFSI from and against any and all claims, lawsuits, demands, judgments, damages, liabilities, losses, costs, fines, citations, penalties, and expenses (“Claims”) brought by a third party against any BFSI Indemnitee arising from or related to Completed

Articles, except if you can prove, by clear and convincing evidence, that the Claim in question was solely and directly caused by BFSI's gross negligence and/or intentional misconduct.

DISPUTE RESOLUTION: All disputes arising from or under these terms and conditions shall be resolved in the state or federal courts located in Yellowstone County, Montana, to the exclusion of all other forums. You expressly agree: (1) that you are subject to personal jurisdiction in Yellowstone County, Montana; (2) to waive any right that you may have to assert that Yellowstone County, Montana, is an improper or inconvenient forum; (3) that service of any suit or legal process in person or by registered mail (or by any other method allowed by law) shall constitute adequate service of process (and to waive all rights to contend that such service of process was inadequate); and (4) to waive any and all defenses or objections to recognition and enforcement of any judgment arising in an action to enforce these terms and conditions.

These terms and conditions supersede any changes made by customer pursuant to the terms of this agreement. Additional or differing terms or conditions proposed by customer or included in customers' acknowledgment, PO, RO, terms and conditions, or other correspondence or documentation are objected to by BFSI and have no effect unless expressly accepted in writing by BFSI.

Last revised: October 7, 2021