



PLATINUM SKY MAINTENANCE WORK AUTHORIZATION

Office: 1 (800) 870-5309
<http://www.aogpsm.com>
 Platinum Sky Maintenance I Hangar 12
 1020 NW 62nd ST, Ft. Lauderdale FL 33309

Date				Work Order #			
Tail #		Serial #		Date In		Date Out	
Customer Information							
Company Name				Authorized Representative(s)			
Email				Contact Number			
Address				City		State	Zip Code
Aircraft Information							
Keys/Location				Log Books			
	TYPE/MODEL	S/N	TSN	CSN	TSO	CSO	LND
Airframe							
#1 Engine							
#2 Engine							
#3 Engine							
#4 Engine							
APU							
Type of Operation			Maintenance Tracking Program				Other
PART 91		PART 135	CMP	Avtrak	CAMP	Flight Docs	
Work to be Performed							
<p>I hereby authorize the above described work to be performed by Platinum Sky Maintenance (hereinafter referred to as "PSM"). I agree to pay all charges in full upon delivery of the aircraft unless otherwise agreed between PSM and customer in writing. If PSM does not receive payment at the time the aircraft is completed, the customer must sign an acknowledgment accepting the accuracy of the invoice before the aircraft is "returned to service." I hereby grant you and/or your employees and agents permission to operate the aircraft or part herein described on taxiways, runways, in flight or elsewhere for the purpose of testing and/or inspection To ensure full payment, I grant PSM a lien and security interest, with all rights and remedies provided by Florida law, on the aircraft and aircraft parts described in the maintenance authorization. The lien and security interest will secure the payment of all sums now due or which become due for authorized work performed and parts supplied by PSM together with reasonable fees if collection efforts are necessary including but not limited to attorney's fees. I also agree that PSM are not responsible for loss or damage to the aircraft or articles left in aircraft in case of fire, theft, or any other cause beyond your control. Receipt of this estimate is hereby acknowledged. This Maintenance Authorization and all work performed by PSM for the benefit of the customer is subject to PSM's Terms and Conditions, which are attached hereto.</p> <p>PSM is not responsible for the cost of ramp space outside of the agreed service start and end dates. If you arrive before the agreed date of start of service, you shall assume and be solely responsible for the cost* of the ramp space that the aircraft occupies during that time. Similarly, you shall be solely responsible for the cost of the ramp space during the time the aircraft occupies the space after the services have been rendered and the aircraft is returned to service and released by PSM.</p> <p>*It is customer's sole responsibility to contact Atlantic Aviation FBO to ensure that all invoices have been paid by it.</p>							
Aircraft Owner or Authorized Representative							
Name				Title			
Signature				Date			

Initial: _____ Date: _____

Terms and Conditions

These Terms and Conditions of Platinum Sky Maintenance ("PSM"), together with the terms set forth in the Maintenance Authorization ("Authorization") submitted to you, will be the only terms applicable to PSM's repair, overhaul, or servicing of your aircraft and parts thereof described in the Authorization.

Condition of Aircraft/Pricing. All inspections, maintenance, service bulletins and installations are priced based upon information in current circulation on the date of the proposal. Proposal pricing is based on the assumption that: the Aircraft is in airworthy condition, there is adequate space for the requested work, and the existing electrical/avionics interfaces and electrical power will accommodate the new installations and modifications. Proposed prices and downtimes are contingent on the customer providing PSM with applicable: existing avionics, electrical and aircraft system diagrams and drawings; current weight and balance data; electrical load analysis data; and/or FAA Form 337 and other maintenance records and documentation that accurately represent the current condition of the Aircraft. Missing documentation or discrepancies between the supplied documents and the current aircraft configuration that cause PSM to research and complete the data to accomplish the proposed work scope will cause additional charges and may extend the downtime. Pricing assumes that the existing aircraft wiring prints provided by the customer match the current aircraft configuration and that the existing structures will not have to be tested or modified in order to complete the work. In the event one or more of these assumptions is wrong, an estimate of the additional cost and time required to correct the deficiency will be submitted to the customer for approval. Permanently removed equipment in which a customer is being provided a "trade-in credit" must be in airworthy condition. Additional charges may apply. Any repair or replacement shall be performed at a PSM facility and customer shall be responsible for transportation costs. Any work required that is not part of a proposal or changes to the proposed work scope will be performed at the current labor rate and may extend the aircraft downtime. Downtime stated in proposals is based upon timely availability and receipt of required materials. Unless specifically stated, existing hardware will be used. All fuel, lubricants and/or crew expenses, incurred for engine runs and all flight costs, are the Customer's responsibility. All freight charges are the responsibility of the customer and will be charged in addition to any proposed pricing. Unless specifically stated, all equipment and furnishings removed shall become the property of PSM and may be discarded after aircraft release and departure. Cancellation of any agreed work scope is subject to restocking/penalty charges; including charges for work performed.

Consumables: A fee of 5% on labor will be charged for consumables, not to exceed \$3,000 to cover all shop supplies, hazmat and environmental disposal fees.

Tooling/Rental charges: Any special tooling and/or equipment rentals required will be additional and billed on the final invoice.

Hazardous Materials: Unless specifically stated otherwise, fees incurred by PSM for the disposal of Hazardous Materials, such as tires, batteries, etc., will be additional and billed on the final invoice.

Freight: Unless stated otherwise, the cost of freight will be additional and billed on the final invoice.

Customer Furnished Parts: Customer furnished parts must comply with FAA FAR 145.200, Paragraphs (i) and (ii), and will be subject to a 15% handling fee, based on current manufacturer list price. All Customer furnished parts are subject to an incoming inspection process. The Customer shall supply all appropriate part documents, as required by the governing airworthiness authority, with the supplied parts.

Substitutions: PSM may incorporate changes in design, construction or installation and substitute equivalent equipment, accessories, parts, or material where it deems such changes necessary to improve the quality, performance, reliability, stability, utility or appearance of the goods or materials supplied hereunder. If any materials specified or contemplated herein are not readily procurable for their intended purpose due, directly or indirectly, to governmental prohibitions, restrictions or priorities, PSM will have the right to substitute equivalent suitable materials.

Discrepancies: The proposal does not include labor for repairs of any discrepancies in the aircraft found during the work scope. Discrepancy repairs will be completed on a time and material basis following customer approval. Any additional work may extend the downtime of components as well as increase the final invoice. For additional work and correction of discrepancies found during the inspection, the current hourly labor rates at the time of service shall be applicable.

Supplemental Billings: PSM may be unable to secure final vendor or internal pricing on certain parts of services, such as exchange parts with core charges, at the time an invoice is required to process the payment. In those cases, an estimated invoice will be provided for payment in full (see above). After final prices are known, a final or additional invoice will be provided as quickly as possible to the Customer for payment. The Customer will be notified in this event.

Test Flights: If a local test flight is required, the customer is responsible for providing a qualified flight crew and for all operating costs related to such test flights.

135 Training Requirements: Management specific Part 135 training requirements will be additional and billed on the final invoice. Operator agrees to supply PSM with the pertinent sections of their FAA approved operator's manual (GMM, GOM, etc.) to include the desired return to service statement. Operator also agrees to provide training to the designated PSM RII inspector prior to the start date of the work requiring RII signoffs.

Parts Pricing: Pricing for parts is based on current vendor pricing at the time of proposal(s) preparation and is subject to change if the vendor pricing changes at the time of actual purchase.

Vendor Incompatibilities: PSM is not responsible for vendor-to-vendor incompatibilities which may be discovered during the course of the installation. Additional equipment, labor or engineering required to complete the installation will result in additional charges and will be billed on the final invoice.

Core Returns: All exchange parts are subject to vendor acceptance of exchange core. Should exchange core be rejected or subjected to an additional charge by the vendor at any time for reasons of abnormal wear and tear, damage, unauthorized modification or other discrepancies, the customer agrees to reimburse PSM for resultant additional costs.

Aircraft Documentation: For the purpose of completing the proposed work scope, the customer must furnish in a timely manner requested documentation for the aircraft, including, but not limited to: aircraft logbooks, W&B data, RVSM manual, wiring prints, completion documents, flight manual supplements, instructions for continued airworthiness, FAA Form 337 major repair and alteration documentation.

Vendor Parts and Labor: Third-party vendor parts and labor shall be limited to the warranty provided by the supplying vendor, if any. PSM will use reasonable efforts to assist customer in obtaining any such third-party vendor warranties upon customer's written request.

Customer's Inspection: Customer shall promptly inspect the aircraft or repaired part upon return thereof and notify PSM, in writing, within ten (10) days of any claims of incomplete or unacceptable work. The failure of Customer to notify PSM of any such claims within ten (10) day period shall constitute an irrevocable acceptance of the Aircraft and all work and an admission by customer that the work fully complies with all agreed terms, specifications, and conditions.

Warranty Coverage Conditions: PSM warrants only its workmanship. The customer must provide PSM with written notice of a warranty claim and a description of the subject of the warranty claim no later than thirty (30) days after the discovery of the defect. Claims made outside of any applicable warranty period will not be covered. The workmanship warranty period is sixty (60) days after return to service of the aircraft. PSM's obligations and liabilities under this warranty are applicable only to the aircraft or engines or parts or components, which are demonstrated, to PSM's satisfaction, to have malfunctioned because PSM's workmanship was defective. This warranty does not extend, among other things, to any claim or malfunction, failure or damage attributable but not limited to: (i) defects in design or manufacture of the aircraft, engines, or parts; (ii) normal wear and tear; (iii) rust, corrosion or entry of foreign materials not caused by PSM; (iv) customer's failure to operate and/or maintain or care for aircraft or engine in accordance with the manufacturer's specifications and recommendations or acts contrary to applicable governmental aviation authority regulations and recommendations; (v) malfunction of a unit directly or indirectly caused by failure or malfunctioning of any other aircraft component or system which was not serviced by PSM; (vi) operation of the aircraft, engines or any part thereupon after being involved in an accident; or (vii) faults related to shipping, storage, handling or installation by customer. This statement of warranty shall govern the work. THIS WARRANTY STATEMENT IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. PSM's ENTIRE LIABILITY RELATING IN ANY MANNER TO THIS LIMITED WARRANTY SHALL BE LIMITED EXCLUSIVELY TO REPAIRING THE SERVICES DETERMINED TO BE EFFECTIVE AND THE REIMBURSEMENT OF REASONABLE LABOR COSTS TO THE EXTENT PROVIDED IN THIS LIMITED WARRANTY. PSM does not provide a warranty for parts or software which may have a manufacturer's warranty. PSM shall not be responsible for denied or cancelled warranty plans or programs. This limited warranty is given only to the owner of the aircraft when services are performed and may not be transferred or assigned by owner to any subsequent owner.

Manufacturer Warranty Programs: PSM does not provide a warranty for parts or software which may have a manufacturer's warranty. PSM provides the service of warranty administration for manufacturers'

Initial: _____ Date: _____

products, as an independent provider. PSM will submit warranty allowable items for reimbursement from manufacturer. However, customer agrees to be responsible for any claims or charges (includes parts or labor) submitted to manufacturer that are unpaid by the manufacturer. PSM shall not be responsible for denied or cancelled warranty plans or programs.

Software: Any software provided hereunder shall be subject to the terms and conditions of the supplying vendor's software license. The warranties for software shall be limited to the warranties provided by such vendor.

Disclaimer of Warranty: CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES ALL WARRANTIES, OBLIGATIONS AND LIABILITIES OF PSM AND RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST PSM, EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY DEFECT IN THE AIRCRAFT OR ANY SERVICES OR MATERIAL PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE, (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF PSM ACTUAL OR IMPUTED, EXCEPT WHERE PSM IS GROSSLY NEGLIGENT OR ENGAGES IN WILLFUL MISCONDUCT, AND (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE WITH RESPECT TO THE AIRCRAFT, FOR LOSS OF USE, REVENUE OR PROFIT WITH RESPECT TO THE AIRCRAFT, OR FOR ANY OTHER DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Working days: Working days are defined as Monday through Friday (excluding Holidays). Should additional work be required, the estimated down time may require extension. Proposal(s) do not include overtime. Any overtime required will be approved by the customer prior to work commencing.

Lien Rights: Customer acknowledges that pursuant to state lien statutes, including without limitation, Sections 85,713, and 329, et. seq. of the Florida Statutes, PSM shall have an automatic lien upon the aircraft, and the parts and accessories placed thereon, for the labor, materials, supplies, and storage provided by PSM in the amounts agreed to, until amounts so owing have been paid in full.

Delays: Any proposed completion date is only an estimated completion date and is not guaranteed, PSM is not liable or responsible for any loss of use or other damages for non-performance or delay of the work, consequential, regulation or ruling that directly or indirectly interferes with or renders more burdensome work; non-availability of parts, materials or components from suppliers; delays in transportation; labor strikes; delays in governmental approval or other causes beyond PSM's reasonable control.

Applicable Law: This Agreement is governed by the laws of the State of Florida and, to the extent applicable, the lien laws of any jurisdiction in which the work is performed Customer hereby submits to the exclusive jurisdiction and service of process of courts of the State of Florida and such other jurisdictions in which the work is performed (including federal courts within said states) with respect to any dispute arising out of or in any way related to work performed.

Indemnification: Customer is responsible for all claims, demands, suits, judgments, losses, damages, costs and expenses arising out of the operation, ownership, lease, management, or sale of the aircraft. Customer represents and warrants that it has procured insurance for the hull of the aircraft and acknowledges that customer is responsible for all damages to the hull of the Aircraft regardless of which party causes the damage. Upon request, the customer shall provide evidence of hull and liability insurance in a form satisfactory to PSM. Customer agrees and accepts responsibility for costs incurred if customer fails to pick up aircraft when ready, stops or postpones in-process work including but not limited to discrepancy repair/discrepancy approvals or fails to communicate/respond to PSM and customer agrees to pay PSM to provide up to 30 days of engine preservation without customer approval and authorization. Additionally, PSM reserves the right to charge a storage and parking fee and Customer shall be responsible to PSM for all charges associated with the storage or parking of the aircraft. The storage fee will be determined by the length of time the aircraft remains on PSM premises and will be in alignment with fair market pricing paid by other tenants, typical for the space occupied.

Limitation of Liability: IN NO EVENT SHALL PSM OR ITS AFFILIATES, SUPPLIERS OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFIT AND DAMAGES RESULTING FROM LOSS OF THE USE OF THE AIRCRAFT AND ANY OTHER PECUNIARY LOSS) HOWEVER CAUSED, INCLUDING NEGLIGENCE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, EVEN IF PSM HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF. PSM WILL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMANCE DUE IN WHOLE OR IN PART TO ANY CAUSE BEYOND THE REASONABLE CONTROL OF PSM. IN NO EVENT SHALL PSM OR ITS AFFILIATES, SUPPLIERS OR AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER WITH RESPECT TO ANY CLAIMS BY CUSTOMER, OR BY ANY OF ITS CUSTOMERS.

IN NO EVENT SHALL PSM's TOTAL LIABILITY FOR DAMAGES UNDER THIS AGREEMENT EXCEED THE TOTAL NET CHARGES PAID BY CUSTOMER TO PSM FOR SERVICES PERFORMED DIRECTLY UNDER THIS AGREEMENT DURING THE IMMEDIATE TWELVE (12) MONTH PERIOD IN WHICH A CLAIM IS MADE UNDER THE AGREEMENT.

Any action against PSM must be commenced within one (1) year after the cause of action accrues.

Subcontractor: PSM has the right to subcontract any service to any subcontractor properly rated.

Assignment: This Agreement may not be assigned without the prior written consent of the other party, except that customer's consent is not required for an assignment by PSM to one of its affiliates.

Notices: All correspondence and documentation connected with this Agreement will be in English. All notices will be in writing, effective upon receipt and will be provided to the addresses set forth on the Proposal, which may be changed by written notice.

Non-Waiver of Rights and Remedies: Failure or delay in the exercise of any right or remedy under this Agreement will not waive or impair such right or remedy. No waiver given will require future or further waivers.

Entire Agreement: This written agreement contains the entire agreement of the parties regarding this matter, superseding any prior oral or written agreements or understandings. This Agreement may be executed in one or more counterparts, each treated as the same binding agreement, which shall be effective upon execution. Any changes to this agreement must be agreed to in writing.

Terms of Payment: All pricing is in U.S. dollars. Payment in full is due upon completion of work and prior to release of the aircraft, unless PSM accepts other arrangements in writing. Acceptable methods of payment include cash, wire transfer, ACH, pre-approved company check or major credit card. Any credit card fees are the responsibility of the customer.

Progress payments are required for all projects: fifty percent (50%) deposit is due upon execution of the Maintenance Authorization; twenty-five percent (25%) is due at the approximate fifty percent (50%) completion point; with the remaining balance due before the aircraft is released. PSM reserves the right to request additional deposits, progress payments and/or downtime for any additional work requested.

Itemized pricing is for cost analysis only, and is not intended as a stand-alone pricing. Customer agrees to pay one and one-half percent (1.5%) interest per month for all payments past due. Customer agrees that PSM shall be entitled to recover reasonable attorney's fees, costs and expenses incurred in connection with any action or proceeding, including but not limited to, claim of lien or lien foreclosure, to enforce its rights and/or collect amounts due.

Customer agrees that credits or excess deposits on account will expire or become non-refundable after twenty-four (24) months of account inactivity.

In the event PSM is unable to secure final vendor or internal pricing on certain parts or services, such as exchange parts or core charges, at the time a final invoice is required to process the payment, PSM will provide Customer with an estimated invoice for payment at the time of releasing the aircraft. After final prices are known, a final or additional invoice will be provided to the customer for payment.

PSM estimates are valid for thirty (30) days and should be used as general information for planning purposes and are to be used as a guideline in determining costs. Actual costs may vary and are subject to change without prior notice.

Customer is responsible for all sales, use, excise, or any other similar or other taxes, fees, duties, tariff or charges assessed or imposed by any governmental authority ("Taxes"). Upon request, customer shall furnish acceptable certificates or affidavits of exemption from any such Taxes or charges. Customer agrees to defend and protect PSM from and against any claims for such Taxes.

Rates: (i) standard rate – provided rate – time between 8:00 AM to 5:00 PM; (ii) Overtime and weekend rate - \$180.00 per hour; and (iii) holiday rate - \$220.00 per hour.