



WORK ORDER:

**WORK AUTHORIZATION
(NON-REPAIR STATION)**
Centurion Investments, Inc., d/b/a (AVMATS)
Spirit of St. Louis Airport
750 N. Beechcraft Ave., Chesterfield, Missouri 63005
(636) 532-2674 (636) 530-9044 Fax

Customer Purchase Order Number: Name: Address: City: State: Zip:	Phone:	Date Received:
	Fax:	Est. Delivery Date:
Aircraft Make: Model: Serial No.:		
Reg. No.: Total Landings: Total Hours:		

Bill To: <input type="checkbox"/> Same as above Name: Address: City: State: Zip:	Auxiliary Power Unit (APU): Make: Model: Serial No: Total Hours: Turbine Cycles : Compressor Cycles:
--	---

Ship To: <input type="checkbox"/> Same as above Name: Address: City: State: Zip:	Engine: Make: Model: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Serial Number</th> <th style="width: 20%;">Total Hours</th> <th style="width: 20%;">Total Cycles</th> <th style="width: 20%;">TSO</th> <th style="width: 20%;">CSO</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Serial Number	Total Hours	Total Cycles	TSO	CSO																				
Serial Number	Total Hours	Total Cycles	TSO	CSO																						

Work Scope Authorized:

Continued on Work Authorization Supplement Attached: Yes No

Overtime Authorized: Yes No Initials _____ Comments: _____
(Please Check Above and initial)

Customer Contact: Telephone: Fax:

Parts/Labor covered by any warranty agreements: Yes No Describe: _____

The undersigned Customer hereby warrants they are either the owner or the authorized agent of the owner of the above listed aircraft, engine, APU, or part thereof, and are authorized to execute this agreement for the above scope of work and any express changes or additions thereto, including the acquisition of parts and materials necessary for the performance of said work pursuant to the terms and conditions contained on page two of this agreement. It is acknowledged and agreed that a facsimile copy of this Work Authorization shall have the same force and effect as the original.

Customer: _____ Centurion Investments, Inc., d/b/a (AVMATS): _____

Name (Please Print)

Name (Please Print)

Authorized Signature Date

Authorized Signature Date

Title

Title

CENTURION INVESTMENTS, INC., d/b/a AVMATs
TERMS AND CONDITIONS OF WORK AUTHORIZATION

1. **General Provisions.** All work performed by CENTURION INVESTMENTS, INC., d/b/a AVMATs (the "Company") is specifically subject to these terms and conditions ("Conditions"), and Company's acceptance of any work authorization shall be conditioned upon Customer's specific consent to such Conditions, which consent shall be deemed given by the placing of any order for or statement of intent to have work done, or any direction to proceed with work. No modification of these Conditions, addition or different conditions, whether contained in a purchase order or any other communication from the Customer, shall be recognized by or be binding upon Company, unless specifically agreed to in writing by an officer of Company. The failure of Company to object to any such conditions shall not be a waiver of these conditions or an acceptance of any such conditions.
2. **Terms of Payment.** Payment terms for Customers of satisfactory credit are net cash upon delivery of aircraft, engines, or parts thereof to Customer. Customers shall not retain or withhold from Company, for any reason whatsoever, any such account stated on any invoice. Customer's obligation to pay is in no way dependent or contingent upon Customer's receipt of payment from any other party. Each invoice rendered by the Company to Customer shall be an account stated, and correct, acceptable to and binding upon Customer in accordance with Missouri Common Law, unless the Company shall receive a written statement of objection within ten (10) days after such invoice is rendered. There shall be a delinquency charge of 1½% per month on all amounts remaining unpaid thirty (30) days after invoice date, if not prohibited by law, otherwise at the highest lawful contract rate. If the Company refers an invoice or unpaid bill to an attorney for collection, Customer shall pay all of Company's expenses of collection, including a reasonable attorney's fee. Company reserves the right at any time to alter or suspend credit or to change the credit terms provided herein when, in its sole opinion, the financial condition of the Customer so warrants. Company may require a cash payment in advance for performance of work or satisfactory security from the Customer before Company will commence work or prior to the return of the aircraft, or the due date of payment by the Customer may be accelerated by the Company. Customer's failure to pay the invoice at maturity date automatically makes all subsequent invoices immediately due and payable irrespective of terms. Company reserves the right to suspend performance under any orders until the full account is settled. Acceptance by the Company of less than full payment shall not be a waiver of any of its rights under these Conditions. Company shall have the right to charge its customary daily storage rates of \$100.00 on any aircraft or hull, \$50.00 on each Engine, or \$25.00 for each aircraft or engine part thereof for each day, subsequent to (30) days of the Invoice date, that the aircraft, engine or part thereof is stored by Company. All remittances are to be sent to the office of the Company shown on the invoice.
3. **Prices.** All labor performed by Company shall be at its standard published rates. Authorized overtime shall be charged the one and one-half (1½) times the standard rate.
4. **Performance of Work and Delays.** Company shall not pay or be liable for any penalty or damage, whether liquidated or otherwise, for completion of its work. The completion dates stated by Company are estimated completion and are not guaranteed. Further, Company is not responsible or liable for non-performance or delay, directly or indirectly, resulting from or contributed to by any foreign or domestic embargoes, seizures, acts of God, insurrections, war, terrorism, adoption or enactment of any law or regulation, or order interfering or rendering more burdensome the repair, delivery or payment hereunder, or non-availability of parts, materials, or components from the Company's suppliers, lack of transportation, fires, floods, explosions, strikes, or other accidents, or contingencies beyond the Company's control, either of the foregoing nature of or any other kind, nature of description, in the Company, its suppliers' plants, its subcontractors or else, whether or otherwise affecting the Company's performance.
5. **Taxes and Other Charges.** Prices charged by Company do not include sales, use, manufacturers, retailers, occupation, excise or other taxes, fees, duties, tariffs or charges imposed by any governmental authority on any transaction between the Company and Customer. Customer shall furnish evidence of any tax exemption and warrant the validity and accuracy thereof. Customer shall pay any tax, fee, duty, tariff or other charge if advanced by Company. Telephone, telegraph, fax expenses and freight charges incurred in connection with any orders shall be paid by Customer.
6. **Indemnification.** In consideration of the work done by Company, Customer shall indemnify and hold Company, its employees and agents, harmless from any loss or damage to Customer's aircraft or parts, including the work accomplished on the aircraft under this contract, any property damage, bodily injury or other claims of third parties, except to the extent such loss or damage is solely, directly and proximately caused by the negligence of the Company. Company shall indemnify and hold Customer harmless for loss of or damages to Customer's aircraft incurred while it is not in flight, provided such loss or damage to the aircraft or its parts are solely, directly and proximately caused by the negligence of the Company. If any flight testing of the aircraft requires participation of the Company, the Company shall be named as an additional insured for all flight related operations of the aircraft. Customer shall furnish a certificate of insurance confirming such insurance in a form and with limits satisfactory to Company prior to the dates flights are participated in or conducted by the Company.
7. **Subcontractors.** Company shall have the right to subcontract all or any portion of the work included in the order. In connection with any such subcontract, Company is authorized to deliver to the subcontractor any part or component of the aircraft being repaired.
8. **Customer's Duty to Inspect – Notice of Claims.** Upon release of the aircraft by Company, Customer shall inspect aircraft or repaired part immediately and shall notify Company of any claim of defective workmanship or defect in parts.
9. **Cancellation.** An order once placed with the Company may be cancelled or terminated only with the express written consent of the Company, and upon such terms as will fully indemnify the Company against loss, damage and expenses arising from such cancellation or termination.
10. **Course of Prior Dealings, Applicable Law, Venue.** No course of performance or prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain these Conditions or terms. Acceptance or acquiescence in a course of performance shall not be relevant, even though the accepting or acquiescing party has knowledge of the nature of the performance, and opportunity for objection. The rights and obligation of the Company and Customer shall be governed under the laws of the State of Missouri. Any dispute arising out of or relating to this authorization or the work performed hereunder shall be resolved in the Circuit Court of St. Louis County, Missouri.
11. **LIENS AND OTHER REMEDIES.** TO SECURE CUSTOMER'S OBLIGATIONS TO MAKE FULL PAYMENT TO THE COMPANY, CUSTOMER GRANTS TO COMPANY A SECURITY INTEREST IN ALL AIRCRAFT, ENGINE OR PARTS BEING REPAIRED OR RECONDITIONED BY COMPANY UNTIL ALL INVOICES PERTAINING THERETO ARE FULLY PAID. COMPANY IS AUTHORIZED TO SIGN CUSTOMER'S NAME ON ANY DOCUMENT NECESSARY TO PERFECT A SECURITY INTEREST AND THIS SECURITY INTEREST SHALL BE IN ADDITION TO THE COMMON LAW REPAIRMAN'S POSSESSORY LIEN, AND ANY OTHER LIENS GRANTED BY THE LAWS OF THE STATE OF MISSOURI. ALL OF COMPANY'S RIGHTS AND REMEDIES IN THIS CONDITION SHALL BE CUMULATIVE AND IN ADDITION TO ALL OTHER RIGHTS OR REMEDIES PROVIDED BY MISSOURI LAW AND EQUITY. WAIVER BY COMPANY OF ANY BREACH OF ANY PROVISION HEREOF SHALL NOT CONSTITUTE A WAIVER OF ANY OTHER BREACH.
12. **Warranty and Disclaimers.** Unless otherwise provided for in a separate written agreement, Company warrants to Customer that the workmanship provided under this contract shall be free from defects under normal use and service for thirty (30) days, or for one hundred (100) flying hours, whichever occurs first, after the date of completion of the work authorized under this contract and release of the aircraft or part to Customer. If within the aforesaid period any workmanship shall be proved to Company's satisfaction to be defective, Company shall reperform the work at no cost to Customer, provided that the aircraft or part is delivered to Company's repair facility at Customer's expense, and provided further that the Customer gives written notice to Company of any alleged defect in workmanship within ten (10) days after such alleged defect is discovered or should have been discovered by the exercise of reasonable diligence. Unless provided for in a separate written warranty, Company makes no warranty with respect to any replacement parts. Company neither ratifies nor adopts the warranty of any manufacturer of any replacement parts. Notwithstanding the foregoing, Company will return to the manufacturer any parts covered under such manufacturer's warranty, and will reinstall replacement parts furnished by the manufacturer thereof at no charge to Customer to the extent the Company is reimbursed for the labor and installation costs by any manufacturer making any warranty. The provisions of this warranty do not apply to, and Company shall have no liability to any person where the aircraft, parts, materials, or work that have not been used, maintained, or operated in accordance with the manufacturer's or other applicable manuals, bulletins, or other written instructions, or which have been subject to misuse, negligence, or accident, or which have been repaired or altered other than by Company in any way so as to the judgment of Company to affect adversely its or their performance, stability or reliability. THE FOREGOING WARRANTY 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.
13. **Limitation of Liability.** No penalty or liquidated damages clause of any description will be effective and binding upon Company, unless specifically approved in writing by an officer of Company. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY PROSPECTIVE PROFITS, LOSS OF USE, DIMINISHED VALUE, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL COMMERCIAL DAMAGES OR LOSSES OF ANY KIND. IN RECOGNITION OF THE LIMITED SCOPE OF THE WORK, THE COMPANY'S MAXIMUM CUMULATIVE LIABILITY, INCLUDING THAT WITH RESPECT TO DIRECT DAMAGES AND OBLIGATIONS UNDER ANY INDEMNITY OR RIGHT OF CONTRIBUTION, SHALL NOT EXCEED THE COST OF THE SPECIFIC WORK SCOPE GIVING RISE TO THE CLAIM. In no event shall any action be commenced against Company more than (1) year after the cause of action with respect to which the claim is made has accrued.

Initials: _____ Date: _____

Version 1.12NRS, 5-24-07