



DOC #: FR.ADM.003  
REV: 1  
REV / EFF DATES: 09/01/2023  
AS9100 REF: None

## **FR.ADM.003 WARRANTY – TERMS & CONDITIONS**

Please note: Revisions to the form require Legal review, updates to Icon’s Corridor ERP System, Icon’s website and updates to the Work Proposal and Agreement Crystal RPT file.

### **Terms and Conditions**

These Standard Terms and Conditions of Sale of Icon Aviation Solutions (“Icon”), together with the terms of sale set forth in our signed proposal (“Proposal”) submitted to you, will be the only terms of sale applicable to our repair, overhaul or servicing (“Services as defined in the Proposal”) of your Aircraft and parts thereof (“Equipment”) described in the Proposal.

#### **1. General Terms & Conditions**

Performance of Work. In the event maintenance, modification or repair service is required or requested for the Aircraft, such work will be contracted directly between Customer and an authorized Icon licensed and certified affiliate to perform such services.

#### **2. Conditions of the Aircraft & Pricing**

All Inspections, Maintenance, Service Bulletins, Refurbishment & Completions and Installations are priced based upon information in current circulation on the date of the proposal. Any subsequent releases may result in price changes due to changes in the applicable approved data. 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 Icon 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 Icon 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.

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Any repair or replacement shall be performed at an Icon 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 a 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 Icon 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.

**3. Customer-Supplied Parts**

All Customer-supplied parts are subject to an incoming inspection process. A handling fee equivalent to twenty-five percent (25%) of the price paid for the part (or a reasonable estimate by Icon Aviation if list price is not available) will be invoiced to the Customer. Spare parts supplied from Customer stock or carried on the Aircraft are subject to a \$100 incoming parts inspection fee, in lieu of the above charges. The Customer shall supply all appropriate part documents, as required by the governing airworthiness authority, with the supplied parts.

**4. Substitutions**

Icon 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, Icon will have the right to substitute equivalent suitable materials.

**5. Delays**

Any proposed completion date is only an estimated completion date and is not guaranteed. Icon 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 the work; non-availability of parts,

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materials or components from suppliers; delays in transportation; labor strikes; delays in governmental approval or other causes beyond Icon's reasonable control.

### **6. Discrepancies & Additional Work**

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. Current rates are as follows: •Time & Materials rate: \$170/Hour • Flat Rate: \$150/hour

### **7. Supplemental Billings**

Icon 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.

### **8. Payment Terms**

All pricing is in U.S. dollars. Payment in full is due upon completion of the work and prior to release of the Aircraft, unless Icon accepts other arrangements. Acceptable methods of payment include cash, wire transfer, ACH, pre-approved check or major credit card. All credit card fees are the responsibility of the Customer. Progress payments are required for projects in excess of \$250,000 quoted value: Twenty-five percent (25%) deposit is due upon acceptance of the proposal; twenty-five percent (25%) due upon input of the Aircraft into the maintenance facility; twenty-five percent (25%) due at the approximate fifty percent (50%) completion point; and the remaining balance is due before the Aircraft is released and must be paid via wire transfer. Work scopes less than \$400,000 quoted value require payment of thirty percent (30%) deposit upon acceptance of the proposal, and the balance due before the Aircraft is released and must be paid via wire transfer. Icon reserves the right to request additional deposits, progress payments and / or downtime for any additional work requested. A consumables charge equal to seven percent (7%) of total labor will be applied to the final invoice to cover shop consumables and incidental materials used during performance of the work. This charge shall not exceed the applicable maximum based on the total project invoice value, as follows:

- Up to \$250,000: \$4,500 maximum
- \$250,001 to \$500,000: \$6,500 maximum
- \$500,001 to \$1,000,000: \$8,500 maximum

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- \$1,000,001 to \$3,000,000: \$15,000 maximum

Itemized pricing is provided for cost analysis purposes only and is not intended as stand-alone pricing.

All labor quoted is based on posted standard labor rates and does not include overtime. Any overtime will be authorized by the Customer and will be billed at the posted overtime labor rate. Deposits become non-refundable ninety (90) days prior to the agreed aircraft arrival date, and will be retained by Icon as liquidated damages in the event the project is

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cancelled. Customer agrees to pay one and one-half percentage (1.5%) points interest per month for all payments past due. Customer agrees that Icon shall be entitled to recover reasonable attorneys’ fees, costs and expenses incurred in connection with any action or proceeding to enforce its rights and/or to collect amounts due. Customer agrees that Credits or excess deposits on account will expire or become nonrefundable after twenty-four months of account inactivity. In the event Icon is unable to secure final vendor or internal pricing on certain parts or services, such as exchange parts with core charges, at the time a final invoice is required to process the payment, Icon 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. Prices quoted are in effect for a period of thirty (30) days from date of quote issuance.

**9. Sales Tax**

Icon’s prices and charges do not include such taxes. 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 Icon from and against any claims for such taxes.

**10. Customer’s Inspection**

Customer shall promptly inspect the Aircraft or repaired part upon return thereof and notify Icon, in writing, within ten (10) days of any claims of incomplete or unacceptable work. The failure of Customer to notify Icon of any such claims within said 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

**11. Warranty and Disclaimers**

The Icon Warranty in effect as of the date of this Work Authorization shall govern the work. A copy has been provided to Customer, or will be provided to Customer, upon request. The statement of warranty is exclusive and in lieu of all other expressed and implied warranties whatsoever, including but not limited to implied warranties or merchantability and fitness for particular purposes.

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**12. Manufacturer Warranty Programs**

Icon does not provide a warranty for parts or software which may have a manufacturer's warranty. Icon provides the service of warranty administration manufacturers' products, as an independent provider. Icon will submit warranty allowable items for reimbursement from the manufacturer. However, Customer agrees to be responsible for any claims or charges (includes parts and or labor) submitted to manufacturer that are unpaid by that manufacturer. Icon shall not be responsible for denied or cancelled warranty plans or programs.

**13. 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.

**14. Applicable Law**

This Agreement is governed by the laws of the State of Missouri 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 the courts of the State of Missouri 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.

On-Ground Responsibilities. Icon is responsible for all claims, demands, suits, judgments, losses, damages, costs and expenses, which arise on the ground out of Icon's negligence in performing Services on the Aircraft.

In-Flight Responsibilities. Customer is responsible for all claims, demands, suits, judgments, losses, damages, costs and expenses arising out of the in-flight operation of the Aircraft, except to the extent that such claims, demands, suits, judgments, losses, damages, costs and expenses arise out of Icon's negligence in performing Services (as defined in the Proposal) on the Aircraft. Customer agrees that Icon is not responsible for the pilots who operate the Aircraft regardless of who provides the pilot(s). 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, Customer shall provide evidence of hull and liability insurance in a form satisfactory to Icon.

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Mutual Indemnification. Each party agrees to indemnify, defend, save and hold harmless the other party from and against any and all claims, liabilities, demands, judgments, suits, losses, damages, costs and expenses which are the result of the party’s failure to meet their responsibilities set forth above, provided, however, that neither party is required to indemnify the other party for any claims or liability arising out of that party’s own negligence or misconduct, except for set forth herein.

Additional work requests not included in the original scope of maintenance shall be in writing and Customer shall agree to pay Icon for such costs prior to performing work, unless otherwise agreed upon by the parties. Modified work scopes and / or planned work durations may change engine preservation directions from the manufacturer. Customer agrees that Icon will invoice the Customer and Customer agrees to pay for all engine preservation services.

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 Icon and customer agrees to pay Icon to provide up to 30 days of engine preservation without customer approval and authorization. Additionally, Icon reserves the right to charge a storage and parking fee and Customer shall be responsible to Icon 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 Icon premises and will be in alignment with fair market pricing paid by other tenants typical for the space occupied.

In the unlikely event that the customer does not respond or pay amounts due, Icon may remove the aircraft from its premises immediately after 90 days at the owner’s expense.

**15. Limitations of Liability**

In no event shall Icon be liable for any loss of use of the aircraft, loss of profits, diminution of value, or special, incidental or consequential damages or losses, including without limitation any loss or damage to the aircraft or aircraft’s components resulting from any failure or refusal to perform customary or recommended or required storage and maintenance procedures on any aircraft or component held on Icon’s premises, unless specifically agreed to in writing.

In no event shall any action be commenced against Icon more than one year after the cause of action with respect to which said action is made has accrued. In the event Icon physically damages Customer’s property, Customer’s sole and exclusive remedy, and Icon’s

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sole and exclusive liability, is limited to the repair or replacement (at Icon’s option) of the damaged portion of the property.

### **16. General Provisions**

Right to Subcontract. Icon has the right to subcontract any Service to any subcontractor properly certified and rated by the Approved Aviation Authority.

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

Waiver of Immunity. If you are incorporated or based outside the United States, to the extent that you or any of your property becomes entitled to sovereign or other immunity from any legal action, you waive your immunity in connection with this Agreement.

Language, 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.

### **17. 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. Appendix A (Standard Terms and Conditions) & Appendix B (Special Terms and Conditions).

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### **Special Terms & Conditions**

These terms and conditions are applicable only to services as provided to the customer.

#### **1. Maintenance**

Any discrepancies, corrosion repair, or other maintenance found as a result of the proposed work scope will be worked on a time and material basis.

#### **2. Avionics**

Due to the excessively high demand for Avionics modifications, Icon will require a non-refundable deposit of \$5,000 to secure aircraft input start date and required labor to support the installation. This deposit is in addition to the deposit required under Terms and Conditions para. "Payment Terms". The deposit under "Payment Terms" is required to be received no less than 90 days before scheduled aircraft input date. Failure to provide Payment Terms deposit can result in a forfeiture of the \$5,000 input date deposit. A three-calendar day grace period will be provided to avoid forfeiture of the input date deposit.

Aircraft engineering documents must coincide with the current aircraft Inaccurate wiring, wiring diagrams, or other related documents will result in additional time and material charges. The Customer shall be responsible for providing wiring diagrams and any related documents for existing aircraft systems installations prior to or upon aircraft arrival.

Existing aircraft systems and avionics equipment that are coupled to newly installed avionics systems must be operating to current factory standards and mod status or additional repair costs will be assessed on a time and material basis.

This Specification does not assume any possible HIRF testing requirements that are developed at a later EMI/RFI interference problems that are pre-existing or are found because of newly installed equipment, will be corrected at an additional cost to the customer.

Icon will register all warranty on newly installed parts and components.

Unless specifically stated in this Specification, prices do not include any modifications or other work that is required due to antenna relocation or structural modification to gain space Should it be determined that modifications are necessary, such work shall be accomplished at an additional cost to the Customer.

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### **3. Completions & Refurbishment**

The pricing or downtime of a proposal may vary depending on materials selected by the customer.

Icon assumes the current oxygen supply and system to be capable of delivering the required flow to any new.

All new fabrics and materials not inherently flame resistant shall be treated with a fire-retardant protection as needed to comply with applicable FAA Icon will only install new materials that are certified to meet the requirements of FAR 25.853 (FAR29.853 for helicopters).

Proposals are based upon a standard aircraft in a standard configuration without deviations from OEM fit / form / function industry practices; therefore, any deviations may result in additional charges.

When performing refinish work on existing woodwork, Icon assumes woodwork to be in good condition. If upon stripping, it is found that the existing wood veneer has concealed damage or cleaning solutions were used that impact the finish effort, additional charges shall be applicable to compensate for added finishing

Icon assumes Customer will remove their own personal effects, galley stores, dishes, clothing, tapes, DVDs, CDs, etc. Icon will remove and inventory any items that have been left onboard the Icon will not be held responsible for the condition or safety of this loose equipment.

Icon assumes that Customer will supply all information and documents for placarding of existing installations.

Damages found after removal / disassembly of interior components will be repaired on a time and material basis and may extend the agreed-upon downtime.

If existing placards are removed due to Icon modification or refurbishment, placards shall be reapplied as adhesive If the substrate is not compatible with adhesive labels, silk screening shall be used at an additional charge. Pricing available at the customer's request.

Once Icon's proposal is accepted our design team will then begin the material and design process. The process is finalized with a print version of the final interior color and pattern

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selections as well as a color board with samples of each material for approval and signature.

The process is intended for the sole purpose of illustrating color and pattern combinations. This may not accurately depict your aircraft's seating configuration, floor plan or accessory's location and or style, unless stated otherwise.

### **Warranty**

This Limited Warranty is provided by Icon Aviation Solutions. ("Icon") pursuant to Icon's Aircraft Work Authorization and associated Specifications for Refurbishments (the "Specifications").

#### **1. Limited Warranty**

Icon warrants its workmanship and services (the "Work") to conform to the specifications, plans and drawings set forth in the Specifications, and to be free from defects in workmanship according to current industry standards, subject to the terms and conditions set forth below.

#### **2. Scope of Warranty**

This warranty and the liability of Icon for breach of warranty shall be limited to correcting or repairing such portions of the Work that is not in accordance with the Aircraft Work Authorization or Specifications. Icon warrants only that the Work shall be free from defects under normal aircraft use. Icon's obligations under this Warranty, and Owner's exclusive remedy, shall be limited solely to the repair, or replacement, at Seller's election, of any workmanship which is determined to be defective under normal use and service within the earliest to occur of three hundred (300) hours of aircraft operation or one (1) year after completion of the Work (the "Warranty Period").

#### **3. Conditions of Warranty**

Icon's obligation to provide Warranty services hereunder shall be contingent upon satisfaction of the following conditions. Failure of Owner to comply with any of the conditions specified in this section 3 shall Icon of any obligations hereunder.

Claim Period. Owner shall give Icon written notice of any claim of a defective or nonconforming condition ("Warranty Claim") within the Warranty Period;

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Notice of a Claim. To assert a Warranty Claim, Owner shall notify Icon in writing within thirty (30) days after Owner has actual or constructive notice of such alleged Warranty Claim. All Warranty Claims shall be sent to the Icon Facility where the work was performed.

Icon Aviation Solutions  
Attention: General Manager  
527 Trade Center Blvd  
Chesterfield, MO 63005

All claims shall include the following information:

Serial number of the Aircraft;  
Date services were performed; and  
Detailed explanation of the nature of the claim, and the date of detection.

Care and Maintenance. Customer shall comply in all material respects with the conditions of the respective applicable manufacturer’s warranty, including without limitation recommended care, cleaning and maintenance requirements.

Icon shall have a full and complete opportunity to inspect any alleged defect or nonconforming work, and review any records concerning the alleged defect prior to performance of any repairs. Owner agrees to deliver its Aircraft to Icon’s closest service facility at Owner’s costs, in order to facilitate such inspection.

If Icon determines that the defective or nonconforming work is shown to be due to a breach of the above warranty, and not due to any extraneous cause, including but not limited to misuse by customer or any third party, failure to perform recommended maintenance, or effects of the environment (wind, water, corrosion, etc.), then Icon shall repair the defective work.

#### **4. Exclusive Remedy**

The warranty provided herein is expressly in lieu of all other warranties expressed or implied, regarding the quality and / or performance of the services rendered. Except as explicitly provided in this warranty. Icon makes no warranties of any kind relating to the services performed, and Icon disclaims all warranties of any kind expressed or implied, including but not limited to the implied warranty or merchantability and the implied warranty of fitness for a particular purpose.

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Icon’s entire liability relating in any matter to this warranty shall be limited exclusively to repairing the services determined to be defective and the reimbursement of reasonable labor costs to the extent provided in this warranty,

Icon shall in no event be liable to any owner or any person claiming through an owner, whether in contact, tort or strict product liability, for indirect, special, incidental or consequential damages, loss of profits, loss of use, demurrage or penalties arising from any cause whatsoever.

**5. Third Party Warranty**

No warranty is given with respect to parts and/or materials not manufactured by Icon. However, Icon will pass on any warranty from its vendors in favor of Icon and/or its customers.

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.

**6. Applicable Law & Jurisdiction**

This Limited Warranty shall be governed by and construed in accordance with the internal laws of the State of Missouri without regard to the principles of conflicts of law. The exclusive forum for any action to enforce the terms of this warranty shall be the Missouri District Court in and for St. Louis County, Missouri.

**7. Limitation of Action**

No action at law or in equity shall be maintained by Owner against Icon for Icon’s alleged breach of this Warranty and / or violation of any federal or state law now in effect or hereafter enacted with respect to any obligation or duty incurred hereunder by Icon, unless 1) Owner notifies Icon in writing at the address specified in this Agreement within thirty (30) days from the date of such alleged breach or violation, and provided Icon does not remedy or correct the breach or violation within sixty (60) days from the receipt of the notice; and 2) such action at law or equity is commenced by Owner within one (1) year from the completion of the Work, unless extended by ninety (90) days to allow for notice to Icon and its response as provided by this paragraph.

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### **8. Entire Agreement**

This Limited Warranty constitutes the entire agreement between Icon and Owner concerning the subject matter hereof, and supersedes all prior or contemporaneous agreements or warranties between the parties concerning the subject matter hereof.

### **Document Approval & Revision History**

<u>Company</u>	<u>Approval</u>	<u>Revision &amp; Date</u>	<u>Notes</u>
Icon Aviation	LJH	ORG, 12/03/2022	Original Issuance
Icon Aviation	LJH	Rev 1, 09/01/2023	Added Document Control Numbering

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