

# *Plane Data, Inc.*

## Terms and Conditions

These "Terms and Conditions" are made effective upon agreement of Plane Data, Inc.'s Services (identified in section 1). In this document, the party who is contracting to receive services shall be referred to as "The Client", and the party who will be providing the Services shall be referred to as "Plane Data, Inc.".

**1. DESCRIPTION OF SERVICES.** Plane Data, Inc. will provide the following services, (collectively the "Services"):

- NAAA Standard Aircraft Appraisal - A detailed examination of the subject aircraft, a review of logbooks and records, an NAAA (National Aircraft Appraisers Association) computer analysis of relevant submitted data and, a sealed certificate of appraisal with a detailed aircraft inventory.
- USPAP Aircraft Appraisal – A detailed examination of the subject aircraft, a review of logbooks and records, a computer analysis of the subject aircraft and market data along with a sealed certificate of appraisal with a detailed aircraft inventory all of which comply with USPAP Guidelines
- Market Analyses – an analysis of the data provided to Plane Data, Inc.
- Title Work - Aircraft Title Searches and Document Filings with the FAA.
- Closing Agent – Plane Data, Inc. works with the Client to obtain the necessary documents and appropriate signatures needed to perfect the lien and successfully file all necessary paperwork with the FAA.

**2. PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by Plane Data, Inc. shall be determined by Plane Data, Inc. The Client will rely on Plane Data, Inc. to work as many hours as may be reasonably necessary to fulfill Plane Data, Inc.'s obligations under this Agreement.

**3. PAYMENT FOR SERVICES.** The Client will pay compensation to Plane Data, Inc. for the Services based upon Attachment "A" and/or quote provided by Plane Data, Inc. This compensation shall be payable upon receipt of the invoice. Balances in excess of 30 days will be assessed a finance charge at an APR of 24%. Balances in excess of 60 days are subject to additional collection fees. Plane Data, Inc. reserves the right to change prices upon thirty (30) day written notice sent prior to the effective date of the new prices (if any). Such prices shall not be applied to invoices for services performed prior to the effective date of such price change.

**4. EXPENSES.** In addition to the prices identified in the attachment, Plane Data, Inc. shall be entitled to reimbursement from The Client for the following "out-of-pocket" expenses:

- Travel Expenses
- Meals, excluding alcoholic beverages
- Express Services (e.g., FAX, Overnight Mail, etc.)
- Miscellaneous Overhead

**5. RELATIONSHIP OF PARTIES.** It is understood by the parties that Plane Data, Inc. is an independent contractor with respect to The Client, and not an employee of The Client. The Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Plane Data, Inc.

**6. EMPLOYEES.** Plane Data, Inc.'s employees, if any, who perform Services for The Client under this Agreement shall also be bound by the provisions of this Agreement. Plane Data, Inc. reserves the right to subcontract or obtain 3rd party assistance in order to provide the Services identified in this Agreement.

**7. WARRANTY.** Plane Data, Inc. warrants that the Services will be performed in a professional and workman like manner. Plane Data, Inc. expressly states and Client understands, that Plane Data, Inc. is not an attorney or law firm and assumes no liability for and does not warrant, guarantee or insure any information provided by the FAA or 3<sup>rd</sup> party vendor or that the information provided by the FAA is free of error. Information is collected from the FAA and on site examination of aircraft and related records. All records and documents are presumed to be accurate and correct. In the event of error or omission, the liability of Plane Data, Inc, if any, is limited and may not, in any event, exceed the amount paid for the services.

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**8. INJURIES.** Plane Data, Inc. acknowledges Plane Data, Inc.'s obligation to obtain appropriate insurance coverage for the benefit of Plane Data, Inc. (and Plane Data, Inc.'s employees, if any).

**9. ENTIRE AGREEMENT.** This document contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

**10. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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## Attachment "A"

### Plane Data, Inc. Price List (Individual Service Pricing)

<u>Service</u>	<u>Price</u>
Experimental Aircraft	\$Call
Single Engine - Low Performance	\$ Call
Single Engine – Complex/High Performance	\$ Call
Twin Engine – Non Cabin Class, Piston	\$ Call
Twin Engine - Cabin Class, Piston	\$ Call
Prop Jet - 10 seats or less	\$ Call
Prop Jet – 11 seats or more	\$ Call
Business Jet – 10 seats or less	\$ Call
Helicopter – Piston	\$ Call
Helicopter – Jet	\$ Call
Title Search	\$ Call
Express Title Search (24 Hrs)	\$ Call
Filing Documents with the FAA (excluding FAA fees)	\$ Call
Closing Agent	\$ Call
<b><u>USPAP Aircraft Appraisal Reports</u></b>	
Single Engine - Low Performance	\$ Call
Single Engine – Complex/High Performance	\$ Call
Twin Engine – Non Cabin Class, Piston	\$ Call
Twin Engine - Cabin Class, Piston	\$ Call
Prop Jet - 10 seats or less	\$ Call
Prop Jet – 11 seats or more	\$ Call
Business Jet – 10 seats or less	\$ Call
Helicopter – Piston	\$ Call
Helicopter – Jet	\$ Call

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### Plane Data, Inc. Price List (cont.)

#### Package Pricing

	<b>Evaluation Only</b>	<b>Evaluation + Title Services*</b>	<b>Total Assurance Package**</b>
Experimental	Call	Call	Call
Single Engine - Low Performance	Call	Call	Call
Single Engine - High Performance	Call	Call	Call
Twin Engine - Non Cabin Class	Call	Call	Call
Twin Engine - Cabin Class	Call	Call	Call
Prop Jet - 10 Seats or Less	Call	Call	Call
Prop Jet - 10 Seats or More	Call	Call	Call
Business Jet - 10 Seats or Less	Call	Call	Call
Business Jet - 10 Seats or More	Call	Call	Call
Helicopter - Piston	Call	Call	Call
Helicopter - Jet	Call	Call	Call

\* Title Services include title searches and filing the appropriate documents with the FAA. The Client is responsible for obtaining the appropriate forms and signatures as well as ensuring their accuracy.

\*\* The Total Assurance Package includes either an NAAA Certified Appraisal Report or USPAP Aircraft Appraisal Report, all Title Services plus the services of Closing Agent. As a Closing Agent, Plane Data, Inc. ensures all documents are properly signed and filed with the FAA. Titles with multiple liens or aircraft with complicated lien issues will need to be requoted due to the additional time and expense involved needed to properly clear those issues.