



Aircraft Work Proposal And Agreement

July 31, 2017

PROPOSAL NCQ17-00596

Rev: 1

Eric Roth

INTERNATIONAL JET INTERIORS



Gulfstream Aerospace #TBD TBD10

G-550 Exterior Strip and Paint

Dassault Falcon Jet - Wilmington Corp

FAA Approved Repair Station No. CRS QU2R122L



Matthew Roden

Senior Regional Sales Manager



Dassault Aircraft Services (DAS) is pleased to provide this proposal for the purposes of accomplishing the following work scope. Summary prices are subject to change depending upon your acceptance of individual line items within the work scope and agreed to in writing.

PRICING SUMMARY

(excluding additional work covered under paragraph F of the Terms and Conditions)

Item	1 Airframe	\$	0.00
	Sub-Total Airframe		
Item	2 Avionics	\$	No Service Requested
	Sub-Total Avionics		
Item	3 Paint	\$	327,782.00
	Price Reduction		-65,000.00
	Sub-Total Paint		262,782.00
Item	4 Interior Modifications	\$	No Service Requested
	Sub-Total Interior Modifications		
Item	5 Structural Repair	\$	No Service Requested
	Sub-Total Structural Repair		
Item	6 APU	\$	No Service Requested
	Sub-Total APU		
Item	7 Engine #1	\$	No Service Requested
	Sub-Total Engine #1		
Item	8 Engine #2	\$	No Service Requested
	Sub-Total Engine #2		
Item	9 Engine #3	\$	No Service Requested
	Sub-Total Engine #3		
Item	10 Other Miscellaneous Charges	\$	0.00
	Sub-Total Other Miscellaneous Charges		

Total: \$ 262,782.00

(Excludes all work scope items identified as **Optional Item** or *As Required* on the Aircraft Work Proposal and Agreement)

SCHEDULE INFORMATION

Requested Input: September 2017

Requested Location: Wilmington

Leadtime

The required leadtime is 14 calendar days upon receipt of executed agreement. (*Leadtime excludes options - please see optional item for any additional leadtime required*)

Downtime

Our estimated downtime for the workscope quoted is 35 calendar days. This downtime estimate includes normal discrepancy findings but does not include major discrepancies, corrosion or structural repairs. This category of discrepancy will require evaluation to determine repair schemes and schedule impact.

The projected downtime excludes additional work requested, overtime not included in the quoted items and options (See the optional item for any additional downtime required).

DAS's downtime is calculated based on the aircraft inputting into the Service Center at 7:00am on the first planned day and departing at 3:00pm on the contracted delivery date.

We would like to accommodate this work in September 2017, at your scheduling convenience. Our facility schedule changes daily so I ask that you please contact me, Matthew Roden at Cell # 302.388-9270, with any questions and to discuss input details which will enable us to begin the labor scheduling process.

PROPOSAL ACCEPTANCE INSTRUCTIONS

The prices contained in this Aircraft Work Proposal and Agreement (hereafter proposal) shall remain firm for a period of ninety (90) days from the date hereof.

In order to accept the proposal customer shall sign this document in the space provided on the following page, initial the payment terms on the following page, initial as Accept or Decline all *Optional Items* that may be contained within the Work Scope and return it to DAS within such ninety (90) day period. Upon execution by DAS, this proposal shall be deemed a binding contract.

Until actual receipt by DAS of a signed proposal from the customer, DAS may withdraw or modify the proposal.

The exhibits attached hereto are expressly made a part of this proposal.

DAS's acceptance is conditioned upon customer's agreement to all of the terms and conditions within this work proposal, the attached terms and conditions, and all exhibits attached hereto.

Terms and conditions contained herein may not be amended without the written consent of DAS.

Upon your review and acceptance, please return signed copy electronically or fax to 302.322-7356.

CREDIT / PAYMENT TERMS

Progress Billings

DUE DATE	DESCRIPTION	AMOUNT
	\$10,000.00 Due at signing	\$ 10,000.00
	1/2 Due on Arrival	\$ 126,391.00

Payment Terms

Balance Due On Delivery _____
Initial

Unless otherwise agreed in writing, Company policy requires a customer to make progress payments during a maintenance visit when labor and material costs are estimated to exceed US\$100,000.00 or if the customer's previously established credit line is less than US\$100,000.00. The general policy requires payment of one-third of the estimated amount prior to induction of the aircraft into the Service Center, another one-third to be paid when the work is approximately fifty percent complete, and the balance to be billed on terms of net thirty days, but not to exceed US\$100,000.00 or the customer's previously established credit line, if it is less than US\$100,000.00. Increases in workscope could result in additional or increased progress payments. If at any time the amount expected to be owed will exceed the customer's previously established credit line or the balance progress payment will exceed US\$100,000.00, a custom payment schedule will be established.

Outside vendor charges may be billed at a later date.

Payment terms are subject to DAS credit approval process.

OTHER DETAILS

A \$10,000 Non Refundable deposit is due at signing to reserve a slot in paint schedule.

- A. The Customer is responsible RVSM compliance prior to sanding and after paint.
- B. The Customer is responsible for all repairs. .
- C. Customer to supply current maintenance manuals for all work to be performed
- D. Customer is to comply with all maintenance related work for strip and paint.

1.	Airframe	Item Sub-total:	\$0.00
<p>1.1 - COMPLY WITH PRELIMINARY INSPECTION IN ACCORDANCE WITH REPAIR STATION QUALITY CONTROL MANUAL AND APPLY PROTECTION TO THE AIRCRAFT</p> <p style="text-align: right;">Total _____ 0.00</p>			
<p>1.2 - COMPLY WITH FINAL INSPECTION IN ACCORDANCE WITH FINAL INSPECTION CHECKLIST</p> <p style="text-align: right;">Total _____ 0.00</p>			
2.	Avionics	Item Sub-total:	\$0.00
3.	Paint	Item Sub-total:	\$262,782.00

3.1 - DASSAULT FALCON JET WILL STRIP AND REPAINT AIRCRAFT IN A SINGLE BASE WITH 2 STRIPES WITH A NON METALLIC PAINT. A PREMIUM HI-SOLIDS POLYURETHANE AIRCRAFT COATING WILL BE APPLIED. DASSAULT AIRCRAFT SERVICES WILL PROVIDE UP TO THREE (3) PAINT RENDERINGS AT NO CHARGE. ADDITIONAL PAINT RENDERINGS WILL BE INVOICED AT \$200 EACH. FINAL PAINT PRICE WILL BE BASED ON THE SELECTION OF OPTIONS AND APPROVED PAINT SCHEME COMPLEXITY.

PREPARATION, PROTECTION, STRIPPING AND PAINTING PHASES OF THE PROJECT INCLUDE:

1. INCOMING AND PRE-PAINT INSPECTION
2. REMOVE SPRING FAIRINGS, STATIC WICK, WINDSHIELD WIPERS, FLAP TRACK FAIRINGS (CANOES) ETC. AFTER STRIP REMOVE ENGINE PYLON ACCESS PANELS/COWLINGS AND INSPECT FOR DEBRIS AND CONTAMINATION.
NOTE: AN INCOMING MIL. THICKNESS CHECK WILL BE PERFORMED ON THE AIRCRAFT. IF EXCESS FILM BUILD OF THE EXISTING COATINGS IS EXCESSIVE, ADDITIONAL CHARGES WILL APPLY.
3. WRAP & PREPARE FOR STRIPPING
4. STRIP AND RINSE AIRCRAFT
5. PRESSURE WASH GEAR AND WHEEL WELLS
6. UNWRAP AIRCRAFT
7. POST STRIP INSPECTION COMPOSITES, WINDOWS, LENS, CORROSION, PYLON AND ANY POSSIBLE CONCEALED DAMAGE.
8. REWRAP A/C FOR DEOXIDIZER AND ALODINE OR PRE-COAT
9. RESEAL AIRCRAFT
10. MINOR BODY WORK, I.E. SMALL DENTS AND SCUFFS, NDTAND INSPECTION OF ITEMS NOT INCLUDED - ADDITIONAL BODY WORK AT TIME AND MATERIALS
11. SCUFF AC AS REQUIRED TO FAIR SEALER SEAMS AND REMOVE ANY REMAINING PAINT CHIPS.
12. SAND COMPOSITE AREAS BACK TO PRIMER
NOTE: COMPOSITES WILL BE EVALUATED ON A CASE BY CASE BASIS. THEY WILL BE CHECKED FOR TOTAL COATING THICKNESS AS WELL AS ANY PRE-EXISTING CRACKS. ADDITIONAL SANDING AND PREP CHARGES WILL APPLY IF EXCESSIVE COATING THICKNESS IS EVIDENT. EVIDENCE OF PRE-EXISTING CRACKING WILL BE EXAMINED AND IF CRACKS ARE EVIDENT IN THE UNDERLYING SUBSTRATE, THEY WILL LIKELY RETURN AFTER PAINT. THEY WILL NOT BE COVERED BY WARRANTY.
13. WASH, DEOXIDIZE AND ALODINE OR PRE- COAT
14. RE-WRAP FOR PRIMER APPLICATION
15. CLEAN AC APPLY CORROSION PRIMER
16. APPLY SANDING SURFACER
17. APPLY SANDING GUIDE COAT
18. SAND ALL PRIMER AREAS OF THE AC
19. WRAP FOR BASE PAINT
20. SOLVENT WASH AND APPLY BASE PAINT - TWO (2) COATS PREMIUM HIGH SOLIDS POLYURETHANE TOPCOAT
21. LAYOUT AND PAINT ACCENT STRIPES
22. LAYOUT AND PAINT REGISTRATION NUMBERS (N REGISTERED)
23. LAYOUT AND PAINT TEFLON COATING AS REQUIRED
24. LAYOUT AND PAINT EMERGENCY ESCAPE DOOR BANDS
25. LAYOUT AND PAINT WING WALK EGRESS MARKINGS AND NON-SLIP COATING
26. PAINT MED AND BAGGAGE DOOR AND JAMB
27. PAINT INSIDE GEAR DOORS
28. DETAIL AIRCRAFT, CLEAN STRIPES, CLEAN PANEL EDGES, INSTALL EXTERIOR MARKINGS, INSTALL RADOME BOOT, INSTALL LEADING EDGE EROSION TAPE AND COMPLETE ANY MISC PAINTING
29. CLEAN ALL EXISTING POLISHED AREAS OF AC
30. SUPPLY PAINT TOUCH UP KIT
31. REINSTALL HORIZONTAL STABILIZER SPRING FAIRINGS & APPLY STABILIZER DEGREE MARKS, STATIC WICKS, WINDSHIELD WIPERS, FLAP TRACK FAIRINGS (CANOES) AND ANY OTHER ITEMS THAT HAVE BEEN REMOVED FOR THE PAINT PROCESS
32. ELECTRICAL BONDING CHECKS
33. AVIONICS STATIC CHECKS
34. LUBRICATE LANDING GEAR AND FLAPS
35. RESISTANCE CHECK STATIC WICK BASES
36. RETURN TO SERVICE WALK-AROUND INSPECTION
37. DEPARTURE CHECKS AND INSPECTIONS

NOTE(S):

- A. THE CUSTOMER IS RESPONSIBLE RVSM COMPLIANCE PRIOR TO SANDING AND AFTER PAINT.
- B. THE CUSTOMER IS RESPONSIBLE FOR ALL REPAIRS. .
- C. CUSTOMER TO SUPPLY CURRENT MAINTENANCE MANUALS FOR ALL WORK TO BE PERFORMED
- D. CUSTOMER IS TO COMPLY WITH ALL MAINTENANCE RELATED WORK FOR STRIP AND PAINT.

Total	327,782.00
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3.2 - PRICING DISCOUNT FOR BASIC STRIP AND PAINT

Misc Other:	-65,000.00
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Total	-65,000.00
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3.3 - APPLY SPLIT BASE COLOR (TWO TONE FUSELAGE ONLY)

ADDITIONAL DOWNTIME = 2 DAYS

Optional Item

Total	14,585.00
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Accept Decline

3.4 - APPLY SPLIT BASE COLOR ON FUSELAGE AND BOTTOM OF WINGS

ADDITIONAL DOWNTIME = 3 DAYS

Optional Item

Total	22,665.00
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Accept Decline

3.5 - APPLY SPLIT BASE COLOR ON FUSELAGE AND THE TOP AND BOTTOM OF WINGS

ADDITIONAL DOWNTIME = 4 DAYS

Optional Item

Total	25,190.00
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Accept Decline

3.6 - INVERTED SPLIT BASE ON TAIL

Optional Item

Total	3,024.00
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Accept Decline

3.7 - ADDITIONAL ACCENT STRIPE THE SAME COLOR AS ONE ABOVE

ADDITIONAL DOWNTIME = 1 DAY

Optional Item

Total	4,640.00
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Accept Decline

3.8 - APPLY ADDITIONAL ACCENT STRIPE WITH A DIFFERENT COLOR

ADDITIONAL DOWNTIME = 1 DAY

Optional Item

Total	8,775.00
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Accept Decline

3.9 - ADDITIONAL STRIPE & DESIGN LAYOUT REQUIRED TO RE-PAINT THE AIRCRAFT IN THE SAME SCHEME AS THE EXISTING

FINAL PAINT PRICE WILL BE BASED ON THE APPROVED PAINT SCHEME COMPLEXITY

METALLIC PAINT WARRANTY

ACCEPTANCE OF METALLIC PAINT WARRANTY EXCLUSION IS AS FOLLOWS:
 "METALLIC PAINT", INCLUDING BUT NOT LIMITED TO FLEC, PEARL ESSENCE, MICA, MATTE, FLAT AND SHIFT COLOR PAINTS ARE TYPICALLY USED FOR FEATURE STRIPES ON CORPORATE AIRCRAFT.

NATURAL CHARACTERISTICS OF METALLIC PAINT MAKE TOUCH-UP OF FASTENERS, CHIPS, SCRATCHES, ETC. VERY DIFFICULT, AND SUCH TOUCH-UPS ARE MORE NOTICEABLE THAN NON-METALLIC PAINT TOUCH-UPS.

AIRCRAFT MAINTENANCE REQUIRES EXTERNAL FASTENER AND PANEL REMOVALS. NORMAL AIRCRAFT WEAR AND TEAR RESULTS IN SCRATCHES AND CHIPS IN THE EXTERIOR PAINT. IF THE PAINT IN THESE AREAS IS METALLIC, THE TOUCH-UP OF THE FASTENERS, SCRATCHES, CHIPS, AND PANELS WILL BE MORE NOTICEABLE THAN NON-METALLIC PAINTED AREAS.

IF LARGE AREAS OF AN AIRCRAFT EXTERIOR ARE PAINTED WITH METALLIC PAINT, THOSE AREAS CANNOT BE REPAINTED WITHOUT BEING NOTICEABLE. EVEN IF AN AREA IS REPAINTED WITH THE SAME METALLIC PAINT IT WILL MOST LIKELY HAVE A DIFFERENT APPEARANCE THAN AN ADJOINING AREA.

ALTHOUGH THE EXTERIOR PAINTING PROCESS IS CONDUCTED IN A CLEAN MODERN ENVIRONMENT WITH PROCESSES DESIGNED TO BE AS CLEAN AS PRACTICAL, A CERTAIN AMOUNT OF FOREIGN MATTER WILL BECOME IMBEDDED IN THE PAINT. FOREIGN MATTER CAN BE REMOVED FROM NON-METALLIC PAINT WITHOUT BEING NOTICEABLE, BUT CANNOT BE REMOVED FROM METALLIC PAINT WITHOUT BEING NOTICEABLE. THEREFORE IT IS NOT REMOVED BECAUSE THE FOREIGN MATTER IS LESS NOTICEABLE THAN THE REWORKED AREA.

AS REQUESTED BY A CUSTOMER, DAS WILL APPLY METALLIC PAINT TO CERTAIN AREAS OF THE EXTERIOR OF THE AIRCRAFT. HOWEVER, DUE TO THE CHARACTERISTICS DESCRIBED ABOVE.

EXCEPT FOR THIS METALLIC PAINT EXCLUSION, THE REMAINDER OF THE DAS EXTERIOR PAINT WARRANTY REMAINS IN EFFECT.

NOTE: RESTRICTIONS: METALLIC FINISHES BASED ON CONDUCTING METALLIC PIGMENTS (ALUMINUM PARTICLES) ARE PROHIBITED ON SATCOM RADOME AND HULL (POTENTIALLY DEGRADED RADIO PERFORMANCE).

CUSTOMER HAS CONFIRMED TO DAS. THAT THEY ACCEPT THE EXCLUSION OF METALLIC PAINT IN SUCH CERTAIN AREAS FROM THE DAS AIRCRAFT WARRANTY, AND THAT ANY PAINT TOUCH-UP, BLENDS ANY REPAIRS WILL NOT BE AN EXACT MATCH TO THE EXISTING COLOR OR SHADE.

ACCEPTANCE OF METALLIC WARRANTY _____
 INITIAL

		_____	Accept	Decline
Optional Item	Total	Time and Material	_____	_____

3.10 - PAINT REGISTRATION ON ONE WING

		_____	Accept	Decline
Optional Item	Total	2,014.00	_____	_____

3.11 - REQUIRED MARKINGS AND PLACARDS FOR FOREIGN REGISTERED AIRCRAFT

		_____	Accept	Decline
Optional Item	Total	Time and Material	_____	_____

3.12 - ENTRY: ENTRY STEPS

THE ENTRY STEPS WILL BE RECOVERED WITH NEW NON-SKID MATERIAL.

Optional Item	Total	7,530.58	Accept _____	Decline _____
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4.	Interior Modifications	Item Sub-total:	\$0.00
5.	Structural Repair	Item Sub-total:	\$0.00
6.	APU	Item Sub-total:	\$0.00
7.	Engine #1	Item Sub-total:	\$0.00
8.	Engine #2	Item Sub-total:	\$0.00
9.	Engine #3	Item Sub-total:	\$0.00
10.	Other Miscellaneous Charges	Item Sub-total:	\$0.00

10.1 - MISCELLANEOUS MATERIALS CHARGES. A CHARGE EQUAL TO 3% OF TOTAL LABOR CHARGES INCURRED IN CONNECTION WITH THE WORK PERFORMED BY DAS WILL BE ADDED TO ALL CUSTOMER INVOICES FOR MISCELLANEOUS CONSUMABLES UP TO A MAXIMUM CHARGE OF \$2,000. THIS CHARGE COVERS ITEMS CONSUMED INCLUDING TAPE, SOLVENTS, SHOP CLOTHS, SANDPAPER, CLEANING COMPOUNDS, BRUSHES, GREASE, NITROGEN, OXYGEN, AND SMALL QUANTITIES OF MISCELLANEOUS HARDWARE. ALL COMPONENTS, PARTS, OR MATERIALS SUPPLIED BY THE CUSTOMER ARE SUBJECT TO A RECEIVING INSPECTION TO ENSURE ADEQUATE CERTIFICATION TRACEABILITY PRIOR TO INSTALLATION OR USE. A 15% HANDLING FEE WILL BE CHARGED FOR ALL CUSTOMER SUPPLIED PARTS.

Labor:	0.00
Material:	As required
Services:	0.00

10.2 - MISCELLANEOUS ENVIRONMENTAL CHARGES. A CHARGE EQUAL TO 3% OF TOTAL LABOR CHARGES INCURRED IN CONNECTION WITH THE WORK PERFORMED BY DAS WILL BE ADDED TO ALL CUSTOMER INVOICES UP TO A MAXIMUM CHARGE OF \$2,000. THIS CHARGE COVERS COSTS INCURRED TO COMPLY WITH LOCAL, STATE, AND FEDERAL ENVIRONMENTAL REGULATIONS.

Labor:	0.00
Material:	As required
Services:	0.00

I. Sales Tax

DAS - Little Rock. All work performed will not be subject to Arkansas sales tax (including labor, materials and vendor services). This is based on a tax exemption from the State of Arkansas for the service, repair, modifying, converting and/or maintaining of commercial aircraft over 12,500 pounds. DAS - Wilmington & Reno. The States of Delaware and Nevada do not assess sales tax. Dassault Falcon Jet do Brasil Ltda will assess state and local taxes as applicable.

II. Supplemental Billings/Freight

DAS seeks to obtain the lowest price available for materials, parts, and outside services for your aircraft. However, we may be unable to secure vendor pricing on certain OEM parts and outside overhaul/repair costs or excessive/beyond economical repair cores on units at the time we formally invoice you. This may result in additional invoicing, up to 60 days after departure, to your company for these charges. DAS will make every attempt to minimize these additional invoices. All freight charges associated with this proposal are the responsibility of the customer.

III. Conditions of the Aircraft

The pricing for the work is based on the assumption that there is adequate space and that the existing electrical/avionics interfaces and electrical power will accommodate the new installations and modifications. Pricing also assumes that the existing aircraft wiring prints 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 incorrect, an estimate of the additional cost and time required to correct the deficiency will be submitted to the customer for approval.

IV. Change Orders

Any change or additional work will be documented on a DAS Work Proposal & Agreement (WPA), which must be approved by the customer before making changes to the work. Therefore it is important that WPA's be processed promptly and returned to the customer project supervisor via facsimile transmission or express mail.

V. Modification Conditions

1. The pricing or delivery downtime of this specification is based upon the materials displayed on the fabric selection boards and the specified materials and components. Any changes or deviations may result in a price adjustment and additional down time.
2. Assumes the current oxygen supply and system is capable of delivering the required flow to any new configurations.
3. All new fabrics and materials not inherently flame resistant shall be treated with a fire retardant protection as needed to comply with applicable FAA specifications. Dassault Aircraft Services shall ensure that all new materials are certified to meet the requirements of FAR 25.853
4. Unless specifically stated, all equipment and furnishings removed shall become the property of DAS.

VI. Maintenance Conditions

1. Due to the unique variations in interior configurations, labor for the removal and reinstallation of the cabin interior to facilitate maintenance/installations are not included, unless otherwise specified in this proposal. This will be invoiced separately on a time and material basis unless specified otherwise in the proposal.
2. Any discrepancies, corrosion repair, or other maintenance found as a result of the work scope will be worked on a firm fixed price or time and material basis. Both require prior customer approval and could impact the downtime of the aircraft. Corrosion and aircraft repairs beyond Aircraft Maintenance Manual (AMM) or Structural Repair Manual (SRM) may require additional downtime due to engineering and material procurement.

VII. Paint Conditions

1. Price includes chemical removal of two (2) coats of finish and two (2) coats of primer. Additional stripping and/or sanding charges may apply should incoming inspection indicate more than two (2) coats of finish and/or primer exists (5 MIL thickness) or that the paint cannot be removed by standard chemical means. Aircraft will then be repainted consisting of primer one (1) base color, and two (2) straight accent stripes, unless otherwise noted.
2. Sheet metal, fiberglass, or composite repair may also result in additional charges, and downtime, with customer approval.
3. Balance check of flight controls is included if required by the manufacturer. Any flight control balancing will be performed on a time and material basis.
4. P-static repairs if required will be performed on time and material basis.
5. Any special logos, additional stripes or difference from standard will be performed at additional costs and downtime.
6. Any work arising from above may impact downtime.

VIII. Avionics Conditions

1. EMI/RFI interference problems that are pre-existing or are found because of a new equipment installation, will be corrected on a time and material basis.
2. GPS to COMM interference problems occasionally occur in some installations. This is usually due to a lack of filtering in the comm receiver. Should this occur, it will be corrected on a time and material basis.
3. No provisions have been included in pricing for the relocation of any antennas. If required, antennas will be relocated on a time and material basis.
4. Existing aircraft systems and avionics equipment that is interfaced to newly installed avionics systems, must be repaired to current factory standards and mod status. If required, these will be accomplished on a time and material basis.
5. Pricing does not include any upgrades to the existing EFIS system, which may be required to support the universal nav and GPS approach scaling interface.
6. Aircraft wiring prints are required three (3) weeks prior to aircraft input, unless stated otherwise.
7. Dassault Aircraft Services will provide two (2) sets of Avionics/electrical wiring prints.
8. Existing switching and air data interfaces must be as specified, or additional charges may result.
9. Due to the unique variations in interior configurations, labor for the removal and reinstallation of the cabin interior to facilitate maintenance/installations is not included, unless otherwise specified in this proposal. This will be invoiced separately on a time and material basis.

[Download Service Center Limited Warranty and Standard Terms and Conditions of sale:](#)