



TRILLIUM AEROSPACE Inc.

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GENERAL TERMS OF AGREEMENT

“ENGINEERING SERVICES”

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TRILLIUM AEROSPACE INC.
GENERAL TERMS OF AGREEMENT
“ENGINEERING SERVICES”

REVISION STATUS

REVISION	DATE	DESCRIPTION	BY
IR	6/15/2016	Initial Release	Jody Stuckless
A	7/27/2016	Revised Line Item 2, 11 and 20. Added new line Item 13.	Jody stuckless
B	8/31/2016	Revised Non-Disclosure and Line Items 15, 18 and 21.	Jody Stuckless

NON-DISCLOSURE

The information contained herein is considered Trillium Aerospace Inc. confidential and competition sensitive. All material contained herein is for use in this technical proposal. For purposes of this proposal content, we will refer to Trillium Aerospace Inc. as only “TAI” and the “Client” is the recipient of this “General Terms of Agreement”

Notice is hereby given that all data contained in, revealed by, or shown in this document, whether a drawing or other writing, belongs to TAI. It is furnished and received in confidence solely for information purposes of the recipient in connection with an actual or pending purchase or procurement of the service to which it relates. Neither this document nor any information or data contained in it shall be used for any other purpose or duplicated or disclosed in whole or in part to anyone else without the prior written authorization of TAI.

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GENERAL TERMS OF AGREEMENT

- 1) Applicable taxes and fees are extra.
- 2) This proposal / quote / invoice pricing is subject to aircraft survey, preliminary design review and acceptance by the applicable Certification Authority (PSCP, FAA337, Etc.).
- 3) LRU vendor / dealer support for technical development is out of TAI control and TAI is not responsible for delays or costs that may be incurred as a result of “Lack of Support” from the LRU vendor / dealer.
- 4) TAI assumes no financial responsibility for loss of materials, labor, or incurred expenses as a result of unforeseeable outcomes of this proposal. TAI strives to ensure accuracy and comprehensiveness of the proposed design and solution.
- 5) This proposal may be withdrawn by TAI, if not accepted within thirty (30) days.
- 6) Client to provide all existing aircraft data / manuals – AMM, IPC, SRM, W&B, WDM, SWPM, ELA and Existing Modification Wiring Diagrams, as required to complete design and certification of this program.
- 7) TAI will not be responsible for delay of approvals due to insufficient and/or missing data necessary from the client to complete the Engineering Deliverables.
- 8) All equipment pricing is valid at time of original quote. Equipment pricing is to be confirmed at time of purchase and provided for client approval.
- 9) Significant changes to the scope of work will be addressed and quoted / invoiced separately.
- 10) Pricing is for airworthiness aspects and approvals only. Operational support and approval is not included and is considered outside of the proposed work scope.
- 11) Applicable shipping / handling fees for equipment and parts will be invoiced at cost plus 3% administration fee.
- 12) Any equipment that is sent for upgrade is the clients responsibility and is assumed to be serviceable. Any additional repair cost as determined by repair & overhaul facility, following the evaluation is client’s responsibility. TAI will work with the client to provide alternates in the case of BER equipment.
- 13) The initial deposit is non-refundable.
- 14) If the program is cancelled after initial startup, the Client will be invoiced for incurred costs up to point of contract cancellation.
- 15) TAI and the client shall use their best reasonable efforts to resolve any and all disputes, controversies, claims, or differences between TAI and the client, arising out of or relating in any way to this proposal or its performance, including, but not limited to, any questions regarding the existence, validity or termination hereof (“Disputes”), through negotiation. Only upon failure by TAI to resolve the Dispute through such negotiation may either Party institute legal action. Any dispute arising under this Agreement which is not disposed of by agreement of the parties shall be decided by an arbitrator in the province of Ontario or State (as applicable to the client) in the United States of America by an arbitrator with aviation experience.
- 16) In the case where the client disputes charges as provided by this proposal, all legal fees will be paid by client.
- 17) The client is responsible for damages as a result of not complying with this contract.
- 18) Upon issuance of a purchase order, this proposal then becomes a legal binding contract.
- 19) Financial Charges, at a rate of 3 ½ % per month, will be applied for any invoice not paid within 15 days.
- 20) Travel & Lodging Expenses quoted are budgetary and are subject to change. The Travel and Lodging Expenses will be Invoiced at actual cost (plus 3% administration fee) using best available corporate rates.
- 21) Fuel, consumables, crew and all other costs associated with ground and flight-testing is not the responsibility of TAI.
- 22) If the above conditions are acceptable, and you wish to proceed, TAI will require a purchase order and initial deposit to commence work on this program.