

A G R E E M E N T

THIS AGREEMENT ("Agreement") is made and entered into this 25th day of May, 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and H.E.R.O.S. Inc., an Arizona corporation, whose address is 560 North 54th Street, Suite #9, Chandler, Arizona 85226 hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY's Sheriff's Office needs a contractor to provide specialty overhaul and repair services for the turbine engines, engine gear boxes, and related components for its Air Support Unit, which consists of two (2) McDonnell Douglas (MD)500E, and one (1) McDonnell Douglas MD530F helicopters;

WHEREAS, the CONTRACTOR has been providing an exceptional quality of work to the COUNTY's helicopters since 2013; and

WHEREAS, the COUNTY wishes to continue to contract with the CONTRACTOR for such services.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

- A. The CONTRACTOR shall provide specialty overhaul and repair services for the turbine engines, engine gear boxes, and related components for the COUNTY's Air Support Unit, which consists of two (2) McDonnell Douglas MD500E, and one (1) MD 530F helicopters, and will undertake only the work described in the Work Order Estimate. Removal and/or reinstallation of any engine module or component is the responsibility of the aircraft/engine owner/operator. CONTRACTOR shall not undertake any work that is not within the limitations imposed by its Repair Station Certificate, and reserves the right to substitute any part quoted herein with another FAA-approved part.
- B. The CONTRACTOR warrants that all services, parts, and components it provides under this Agreement shall comply with all applicable laws, regulations, and professional standards. The CONTRACTOR warrants all services, parts, and

1 components it provides under this Agreement, as set forth in the Warranty Policy,
2 attached hereto as Exhibit "E," and incorporated herein by this reference.

3 C. The CONTRACTOR will provide the COUNTY a quarterly status report to include
4 total sales, scheduled and unscheduled maintenance event summaries, and
5 recommendations to reduce maintenance costs.

6 D. The CONTRACTOR will provide two days of field service and maintenance training
7 per year at no charge to the COUNTY. Training aids and manuals shall be provided
8 by the CONTRACTOR. The subject training will take place at the CONTRACTOR's
9 facility in Chandler, Arizona. Lodging is not included.

10 2. TERM

11 The term of this Agreement shall be for a period of three (3) years, commencing on November 16,
12 2021 through and including November 16, 2024. This Agreement may be extended for two (2) additional
13 consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days
14 prior to the first day of the next twelve (12) month extension period. The Sheriff or his or her designee is
15 authorized to execute such written approval on behalf of the COUNTY based on the CONTRACTOR's
16 satisfactory performance.

17 3. TERMINATION

18 A. Non-Allocation of Funds - The terms of this Agreement, and the services to
19 be provided hereunder, are contingent on the approval of funds by the appropriating government
20 agency. Should sufficient funds not be allocated, the services provided may be modified, or this
21 Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written
22 notice.

23 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
24 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 25 1) An illegal or improper use of funds;
- 26 2) A failure to comply with any term of this Agreement;
- 27 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 28 4) Improperly performed service.

1 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
2 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such
3 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
4 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any
5 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were
6 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund
7 any such funds upon demand.

8 C. Without Cause - Under circumstances other than those set forth above, this
9 Agreement may be terminated by the COUNTY upon the giving of thirty (30) days advance written notice of
10 an intention to terminate to the CONTRACTOR.

11 4. COMPENSATION/INVOICING: The COUNTY agrees to pay the CONTRACTOR and the
12 CONTRACTOR agrees to receive compensation in accordance with the fees and rates set forth in Exhibits
13 "B", "C," and "D", each attached hereto and incorporated herein by this reference. The CONTRACTOR
14 shall submit monthly invoices in triplicate to the County of Fresno Sheriff's Business Office, 2200 Fresno
15 Street, PO BOX 1788, Fresno, CA 93717, as applicable, not later than fifteen (15) days after the end of the
16 month in which services are rendered.

17 In no event shall compensation paid for services performed under this Agreement exceed
18 \$1,500,000 during the total possible five-year term of this Agreement. It is understood that all expenses
19 incidental to the CONTRACTOR'S performance of services under this Agreement shall be borne by the
20 CONTRACTOR. Payments by the COUNTY shall be in arrears, for services provided during the
21 preceding month, after a minimum of forty-five (45) days from date of receipt and verification of invoices by
22 the COUNTY.

23 5. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
24 assumed by the CONTRACTOR under this Agreement, it is mutually understood and agreed that the
25 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
26 times be acting and performing as an independent contractor, and shall act in an independent capacity and
27 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
28 Furthermore, the COUNTY shall have no right to control or supervise or direct the manner or method by

1 which the CONTRACTOR shall perform its work and function. However, the COUNTY shall retain the right
2 to administer this Agreement so as to verify that the CONTRACTOR is performing its obligations in
3 accordance with the terms and conditions thereof.

4 The CONTRACTOR and the COUNTY shall comply with all applicable provisions of law and the
5 rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject
6 thereof.

7 Because of its status as an independent contractor, the CONTRACTOR shall have absolutely no
8 right to employment rights and benefits available to the COUNTY employees. The CONTRACTOR shall be
9 solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee
10 benefits. In addition, the CONTRACTOR shall be solely responsible and save the COUNTY harmless from
11 all matters relating to payment of the CONTRACTOR'S employees, including compliance with Social
12 Security withholding and all other regulations governing such matters. It is acknowledged that during the
13 term of this Agreement, the CONTRACTOR may be providing services to others unrelated to the COUNTY
14 or to this Agreement.

15 6. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
16 written consent of all the parties without, in any way, affecting the remainder.

17 7. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement
18 nor their rights or duties under this Agreement without the prior written consent of the other party.

19 8. HOLD HARMLESS: The CONTRACTOR agrees to indemnify, save, hold harmless, and at
20 the COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs
21 and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
22 resulting to the COUNTY in connection with the performance, or failure to perform, by the CONTRACTOR,
23 its officers, agents, or employees under this Agreement, and from any and all costs and expenses
24 (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any
25 person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of
26 the CONTRACTOR, its officers, agents, or employees under this Agreement.

27 The provisions of this Section 8 shall survive termination of this Agreement.

28 9. INSURANCE

1 Without limiting the COUNTY's right to obtain indemnification from the CONTRACTOR or any third
2 parties, the CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following
3 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling
4 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

5 A. Commercial General Liability

6 Commercial General Liability Insurance with limits of not less than Two Million Dollars
7 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
8 policy shall be issued on a per occurrence basis. The COUNTY may require specific coverages including
9 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
10 liability or any other liability insurance deemed necessary because of the nature of this contract.

11 B. Automobile Liability

12 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
13 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
14 used in connection with this Agreement.

15 C. Professional Liability

16 If the CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
17 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
18 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. The
19 CONTRACTOR agrees that it shall maintain, at its sole expense, in full force and effect for a period of three
20 (3) years following the termination of this Agreement, one or more policies of professional liability insurance
21 with limits of coverage as specified herein.

22 D. Worker's Compensation

23 A policy of Worker's Compensation insurance as may be required by the California Labor
24 Code.

25 Additional Requirements Relating to Insurance

26 The CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance
27 naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
28 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for

1 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
2 by the COUNTY, its officers, agents and employees shall be excess only and not contributing with
3 insurance provided under the CONTRACTOR's policies herein. This insurance shall not be cancelled or
4 changed without a minimum of thirty (30) days advance written notice given to the COUNTY.

5 The CONTRACTOR hereby waives its right to recover from the COUNTY, its officers, agents, and
6 employees any amounts paid by the policy of worker's compensation insurance required by this
7 Agreement. The CONTRACTOR is solely responsible to obtain any endorsement to such policy that may
8 be necessary to accomplish such waiver of subrogation, but the CONTRACTOR's waiver of subrogation
9 under this paragraph is effective whether or not the CONTRACTOR obtains such an endorsement.

10 Within Thirty (30) days from the date the CONTRACTOR signs and executes this Agreement, the
11 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
12 foregoing policies, as required herein, to the County of Fresno, Sheriff's Business Office, P.O. BOX 1788,
13 Fresno, CA 93717, stating that such insurance coverage have been obtained and are in full force; that the
14 County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
15 policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to recover
16 from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and
17 that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance
18 names the County of Fresno, its officers, agents and employees, individually and collectively, as additional
19 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for
20 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
21 by the COUNTY, its officers, agents and employees, shall be excess only and not contributing with
22 insurance provided under the CONTRACTOR's policies herein; and that this insurance shall not be
23 cancelled or changed without a minimum of thirty (30) days advance, written notice given to the COUNTY.

24 In the event the CONTRACTOR fails to keep in effect at all times insurance coverage as herein
25 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
26 Agreement upon the occurrence of such event.

27 All policies shall be issued by admitted insurers licensed to do business in the State of California,
28 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A

1 FSC VII or better.

2 Pollution Legal Liability and Remediation and/or Errors & Omissions applicable to underground or
3 above ground fuel storage tanks, fueling or refueling operations with a limit no less than \$2,000,000 per
4 claim or occurrence and \$2,000,000 aggregate per policy period of one year. This policy shall include
5 coverage for bodily injury, property damage personal injury and environmental site restoration, including
6 fines and penalties in accordance with applicable EPA or state regulations.

7 10. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business
8 hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination
9 all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR
10 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data
11 necessary to ensure the CONTRACTOR'S compliance with the terms of this Agreement.

12 If this Agreement exceeds ten thousand dollars (\$10,000.00), the CONTRACTOR shall be subject
13 to the examination and audit of the California State Auditor for a period of three (3) years after final payment
14 under contract (Government Code Section 8546.7).

15 11. NOTICES: The persons and their addresses having authority to give and receive notices
16 under this Agreement include the following:

<u>COUNTY</u>	<u>CONTRACTOR</u>
COUNTY OF FRESNO	H.E.R.O.S. Inc.
Sheriff's Office - Air Support Unit	560 North 54 th Street
2200 Fresno Street	Suite #9
Fresno, CA 93721	Chandler, AZ 85226

20 All notices between the COUNTY and the CONTRACTOR provided for or permitted under this
21 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
22 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
23 personal service is effective upon service to the recipient. A notice delivered by first-class United States
24 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
25 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
26 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
27 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
28 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is

1 completed outside of the COUNTY business hours, then such delivery shall be deemed to be effective at
2 the next beginning of a COUNTY business day), provided that the sender maintains a machine record of
3 the completed transmission. For all claims arising out of or related to this Agreement, nothing in this
4 section establishes, waives, or modifies any claims presentation requirements or procedures provided by
5 law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
6 beginning with section 810).

7 12. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall
8 only be in Fresno County, California.

9 The rights and obligations of the parties and all interpretation and performance of this Agreement
10 shall be governed in all respects by the laws of the State of California.

11 13. DISCLOSURE OF SELF-DEALING TRANSACTIONS

12 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit
13 or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status
14 to operate as a corporation.

15 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions
16 that they are a party to while the CONTRACTOR is providing goods or performing services under this
17 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
18 and in which one or more of its directors has a material financial interest. Members of the Board of
19 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
20 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit A and incorporated herein by
21 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
22 immediately thereafter.

23 14. ELECTRONIC SIGNATURE: The parties agree that this Agreement may be executed by
24 electronic signature as provided in this section. An "electronic signature" means any symbol or process
25 intended by an individual signing this Agreement to represent their signature, including but not limited to (1)
26 a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned
27 and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature
28 affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of

1 the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any
2 administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten
3 signature of that person. The provisions of this section satisfy the requirements of Civil Code section
4 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5,
5 beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and
6 satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5),
7 and agrees that each other party may rely upon that representation. This Agreement is not conditioned
8 upon the parties conducting the transactions under it by electronic means and either party may sign this
9 Agreement with an original handwritten signature.

10 15. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the
11 CONTRACTOR and the COUNTY with respect to the subject matter hereof and supersedes all previous
12 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
13 understanding of any nature whatsoever unless expressly included in this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

CONTRACTOR


COUNTY OF FRESNO


(Authorized Signature)

Steve Brandau, Chairman of the Board of Supervisors of the County of Fresno

Raffi Kajberouni, Vice President

Print Name & Title

560 North 54th Street, Suite #9

Chandler, AZ 85226

Mailing Address

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

FOR ACCOUNTING USE ONLY:

Fund: 0001

Subclass: 10000

ORG: 31113350

Account: 7205/7206

Requisition No.: 3111217301

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3 **Exhibit A**

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5 **SELF-DEALING TRANSACTION DISCLOSURE FORM**

6 In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members
7 of a contractor's board of directors (hereinafter referred to as "County CONTRACTOR"), must
8 disclose any self-dealing transactions that they are a party to while providing goods, performing
9 services, or both for the County. A self-dealing transaction is defined below:

10 "A self-dealing transaction means a transaction to which the corporation is a party and in which one
11 or more of its directors has a material financial interest"

12 The definition above will be utilized for purposes of completing this disclosure form.

13 **INSTRUCTIONS**

14 (2) Enter board member's name, job title (if applicable), and date this disclosure is being made.

15 (3) Enter the board member's company/agency name and address.

16 (4) Describe in detail the nature of the self-dealing transaction that is being disclosed to the
17 COUNTY. At a minimum, include a description of the following:

18 a. The name of the agency/company with which the corporation has the transaction; and

19 b. The nature of the material financial interest in the Corporation's transaction that the
20 board member has.

21 (5) Describe in detail why the self-dealing transaction is appropriate based on applicable
22 provisions of the Corporations Code.

23 Form must be signed by the board member that is involved in the self-dealing transaction
24 described in Sections (3) and (4).
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(1) Company Board Member Information:

Name:	Heros/Anahid/Meghedi/Raffi Kajberouni	Date:	Friday, April 30, 2021
Job	Board of Directors		

(2) Company/Agency Name and Address:

HYE-Tech Manufacturing, LLC
560 North 54th Street, Suite #9
Chandler, AZ 85226

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party

Members are jointly involved in both organizations as both are family owned.

(4) Explain why this self-dealing transaction is consistent with the requirements of

HYE-Tech Manufacturing, LLC sells FAA Approved PMA Parts which are used in engine and accessory overhauls.

(5) Authorized Signature


Signature:		Date:	Friday, April 30, 2021
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Exhibit "B"

DISCOUNTS/ RATES

Service Provided	Discount
Hourly Labor Rate	\$115.00 per hour
Rework Parts	Time and Material
New RR Parts	List less 7.5%
PMA Parts	List Less 20%
Serviceable Parts	List Less 36%
Accessory Flat Rates	See attached less 5%
Rental Flat Rates	See exhibit "C"

Exhibit "C"

Rental Rates

Per Flight Hour/ 2.5 Cycles per Hour, Rental Rates are as follows:

	Series II
Engine	165.00
Compressor	32.00
Gearbox	28.00
Turbine	65.00

Accessory Flat Rates

Flat Rate Pricing less 5%	See attached Price List
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Test Cell Fees

Engine/ Module Full performance Test	\$3,950.00
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Exhibit "D"



Model 250 Flat Rate Accessory Pricing

2021

Revision 1

	Model	PART NUMBERS		OVERHAUL/ EXCHANGE	
		Eligible Core*	Outgoing		
Fuel Controls	250-C18	23057341 / 2524527-24	23070600 / 2524527-26	\$ 8,615.00	
		23070600 / 2524527-26	M250-10827/ 2524527-27	\$ 9,915.00	
	T63-A-700	23057342 / 2524909-6	23070601 / 2524909-8	\$ 8,615.00	
		23070601 / 2524909-8	M250-10828/ 2424909-9	\$ 9,915.00	
	250-C20B	23057344 / 2524644-29	23070606 / 2524644-31	\$ 8,615.00	
		23070606 / 2524644-31	M250-10816/ 2524644-32	\$ 9,915.00	
	T63-A-720	23057345 / 2524911-6	23070607 / 2524911-8	\$ 8,615.00	
		23070607 / 2524911-8	M250-10831/ 2424911-9	\$ 9,915.00	
	250-C20R	Various - Call for Eligible P/N's	23070609 / 2549065-6	\$ 8,615.00	
			23070609 / 2549065-6	M250-10832/ 2549065-7	\$ 9,915.00
	250-C30		23059933 / 2549092-3	23087146 / 2549092-8	\$ 9,315.00
			23087146 / 2549092-8	M250-10834/ 2549092-9	\$ 10,950.00

OVERHAUL OR EXCHANGE: Normally runout unit. Subject to over and above for a scrap Bellows Assembly P/N 2543598. Billable at OEM List. (\$7,950 serviceable if available)

	Model	PART NUMBERS		OVERHAUL/ EXCHANGE
		Eligible Core*	Outgoing	
PT Governor	250-C20B/R	23065121 / 2524769-14	M250-10844/ 2524769-15	\$ 7,100.00
		23065123 / 2524667-15	M250-10847/ 2524667-16	
		23086749 / 2549170-2	M250-10817/ 2549170-3	
	T63-A-720	23065122 / 2524912-5	M250-10879/ 2524912-6	\$ 7,100.00
		23086750/ 2549176-2	M250-10835/ 2549176-3	\$ 7,750.00
	250-C30**	23065125 / 2524692-11	M250-10881/ 2524692-12	\$ 7,750.00
23086751 / 2549172-2		M250-10836/ 2549172-3	\$ 8,200.00	

OVERHAUL OR EXCHANGE...Prices are NOT subject to additional billing for normally run out units.

Series I & II PT Governors that do **NOT** have the new style cover (CEB-1330) can be exchanged or overhauled for an additional \$1100

Series IV PT Governors that do **NOT** have the new style cover (CEB 73-3070) can be exchanged or overhauled for an additional \$1500

**Covers all models except C30G



Model 250 Flat Rate Accessory Pricing

2021

Revision 1

	PART NUMBERS			OVERHAUL/ EXCHANGE
Fuel Pumps	250-C18	386500-4 / 6899253	386500-4 / 6899253	\$ 2,450.00
	250-C20B	23003114	23003114 / 5002395D	
	250-C28/C30	6896822 / 388100-5	6896822 / 388100-5	\$ 2,750.00
	250-C30/S	6896810 / 394400-1	6896810 / 394400-1	\$ 2,750.00

OVERHAUL OR EXCHANGE...Price is exclusive of the Gear and Bearings Sets (O&A \$3,950)

	Model	Eligible Core*	Outgoing	OVERHAUL/ EXCHANGE
Bleed Valves	250-C18 T63-A-700	6874979	6874979	\$ 1,200.00
	250-C20 T63-A-720	Any Part Number	23053176	\$ 950.00
	250-C20R	23038951	23073207	\$ 1,250.00
	250-C28**	Any Part Number	23074227	\$ 2,200.00
	250-C30**	Any Part Number	23073353	

C18 & C20 Bleed Valves - OVERHAUL OR EXCHANGE

C20R Bleed Valve price is exclusive of the Body & Cover only.

C28 & C30 Bleed Valve price is exclusive of the Mid-Body only.

	Model	Eligible Core*	Outgoing	OVERHAUL/ EXCHANGE
Fuel Nozzles	250-C18 T63-A-700	23077706 / M250-10605	M250-10605	\$ 1,950.00
	Series II	23077068 / M250-10603	M250-10603	
	Series IV	23077067 / M250-10604	M250-10604 (11 Thread) M250-10606 (7 Thread)	\$ 2,500.00
	All Series	Clean and Flow	Note: \$175 if requires repair or overhaul	\$ 450.00

OVERHAUL OR EXCHANGE

*Eligible *Part numbers listed and subsequent are eligible; however, components exposed to fire, water submersion, have excessive corrosion and missing parts are subject to additional charges.*

Exhibit "E"

H.E.R.O.S., Inc.

FAA CRS HEFR202K

560 North 54th Street, Unit 9, Chandler AZ 85226

Tel: 480-536-9702 E-mail: info@herosinc.com

WARRANTY POLICY. DISCLAIMER OF IMPLIED WARRANTIES, LIMITED WARRANTY, ACKNOWLEDGMENT AND ACCEPTANCE

Sales of parts and overhauled components; overhaul and repair services

FOLLOWING EXPLAINS WARRANTIES PROVIDED IN CONJUNCTION WITH WORK ORDER ESTIMATES (WOE) PRESENTED FOR YOUR APPROVAL AND SALE OF ANY NEW OR SERVICEABLE PARTS AS WELL AS EXCHANGE COMPONENTS, ACCESSORIES AND ENGINES (UNIT)

1. By approving the WOE, in the form of either signing, or revising your Purchase Order (PO) or by issuing a verbal authorization, YOU (CUSTOMER) ARE ACKNOWLEDGING AND ACCEPTING THE FOLLOWING TERMS REGARDING WARRANTIES ON THE PARTS PURCHASED AND SERVICES PROVIDED BY H.E.R.O.S., INC. (Hereafter HEROS, US, WE) pursuant to your authorization:
2. WE warrant that all services provided, and work completed pursuant to the WOE and / or PO will be accomplished and performed in a skillful manner and in accordance with the applicable Federal Aviation Regulations (FAR). THERE ARE NO WARRANTIES ON THE SERVICES PROVIDED AND PARTS SOLD BY US BEYOND THOSE DESCRIBED ON THE FACE OF THIS WORK ORDER ESTIMATE.
3. PARTS ARE PROVIDED WITH THE WARRANTIES, IF ANY, MADE BY THEIR RESPECTIVE MANUFACTURERS AND WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY PARTS PROVIDED IN THE COURSE OF ACCOMPLISHING THE WORK CONTEMPLATED BY THE WOE.
- 4- YOU HAVE THE RIGHT AND THE CHOICE OF CHOOSING CERTAIN VENDORS AS SUPPLIER OF NEW AND SERVICEABLE PARTS.
- 5- IN THE ABSENCE OF A CLEAR AND WRITTEN VENDOR SELECTION INSTRUCTION, WE WILL USE OEM AND FAA/PMA APPROVED PARTS AND UTILIZE FAA / CANADA APPROVED REPAIR FACILITIES FOR RESTORATION OF PARTS.
- 6- CUSTOMER ACKNOWLEDGES THAT WE HAVE MADE NO REPRESENTATIONS AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY PART SOLD PURSUANT TO THE WOE, UNLESS SPECIFICALLY SO STATED HEREON.

Initial & date -----

H.E.R.O.S., Inc. WARRANTY POLICY
DISCLAIMER OF IMPLIED WARRANTIES, LIMITED
WARRANTY, ACKNOWLEDGMENT AND ACCEPTANCE

(Continue...)

7. OVERHAULS AND REPAIRS - Units overhauled by us carry 1000 hours of operation or 12 months warranty from the date of shipment, whichever comes first. Units repaired by us carry 600 hours of operation (prorated after 300 hours) or 6 months warranty from the date of shipment, whichever comes first. These units will be certified and accompanied by an FAA 8130-3 tag
8. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS (HAS BEEN) MADE WITH RESPECT TO OVERHAULED PARTS, COMPONENTS OR MODULES. This warranty is limited to the cost of labor incurred in: (1) Correcting any work performed by us; (2) Repairing or replacing any part or component overhauled or repaired and installed by us. This warranty does not include the cost of parts installed, parts required to fulfill this warranty, or any consequential damage or loss of revenue caused by work performed by us.
9. Units overhauled or repaired by other agencies and accompanied by their respective release tags may or may not be warranted, by those agencies, according to their terms and conditions AND ARE NOT COVERED BY OUR WARRANTY POLICY.
10. Parts supplied by you are NOT COVERED under our warranty. Any subsequent damages caused by parts supplied by you ARE NOT COVERED by our warranty.
- 11- ALL WARRANTIES GIVEN BY US ARE NULLIFIED AND VOIDED IF YOU OR YOUR DESIGNATED ENTITY DISASSEMBLES AND RE ASSEMBLES THE UNIT FOR ANY REASON.
- 12- FUEL NOZZLE WARRANTIES ARE NULLIFIED AND VOIDED IF THE SAFETY WIRE SECURING THE OUTER AIR SHROUD IS REMOVED FOR ANY REASON.
13. **NO WARRANTY, GUARANTEE OR APPROVAL FOR RETURN TO SERVICE IS GIVEN TO ANY ACCESSORY, MODULE, ENGINE OR PART, WHICH IS RETURNED TO CUSTOMER ACCOMPANIED BY A PARTIAL REPAIR TAG.**
14. ALL WARRANTIES GIVEN BY US ARE NULLIFIED AND VOIDED RETROACTIVELY TO THE DATE OF SHIPMENT OF THE OVERHAULED OR REPAIRED ACCESSORY, MODULE, OR ENGINE. IF OUR INVOICE(S) ARE NOT PAID IN FULL IN ACCORDANCE WITH THE TERMS INDICATED ON THE INVOICE.
IF WE AGREE IN WRITING TO OTHER ARRANGEMENTS FOR PAYMENT, ALL WARRANTIES GIVEN BY US ARE NULLIFIED AND VOIDED RETROACTIVELY TO THE DATE OF SHIPMENT IF PAYMENT IS NOT RECEIVED IN ACCORDANCE WITH THE SUCH TERMS.
YOU DO FURTHER AGREE THAT, IN CASE WE HAVE TO TAKE LEGAL

Initial & date: -----

H.E.R.O.S., Inc. WARRANTY POLICY
DISCLAIMER OF IMPLIED WARRANTIES, LIMITED
WARRANTY, ACKNOWLEDGMENT AND ACCEPTANCE
(Continue...)

ACTION AGAINST YOU FOR NON-PAYMENT, STOP PAYMENT, OR RETURNED CHECK, WE ARE ENTITLED TO A REASONABLE COLLECTION, ATTORNEY AND COURT FEE AND ASSOCIATED EXPENSES INCLUDING INTEREST CHARGES AS INDICATED ON OUR INVOICES.

We do not perform removal from or installation of engines, accessories, or modules from aircraft. Therefore, there is no warranty given with respect to such activities, or any courtesy assistance we may lend to your mechanics / technicians in performing these services.

WE will undertake only the work described in the Work Order Estimate (WOE). Removal and / or re installation of any engine module or component is the responsibility of the aircraft / engine owner / operator. HEROS, Inc. does not undertake any work, which is not within the limitations imposed by its Repair Station Certificate. We reserve the right to substitute any part quoted herein with another FAA approved part.

APPROVED BY: _____ Date: _____

Signature: _____

Please sign and return all pages. Thank You