



PAYMENT TERMS

In full consideration of the services provided, Customer agrees to pay all Cross-Check Aviation invoices within thirty days (NET-30) of the invoice date unless previously agreed upon. Customer agrees that each of its past due invoices (day 31 forward) shall bear interest at the rate of 1.5% per month. Said payment terms contained herein will govern all invoice/payment transactions between Customer and Cross-Check Aviation, prevailing over all others including those within the Customer's Purchase Order Terms & Conditions.

Customer agrees that any invoice not disputed for accuracy or completeness within thirty (30) days shall be deemed accurate and approved for payment by default. In the event of a dispute, Customer shall return invoice to Cross-Check Aviation with the detailed information necessary to affect an immediate correction of same.

Any discount of book-rate charges is predicated upon the expectation of the prompt payment of Cross-Check invoices. Cross-Check Aviation reserves the right to revert the charges for delinquent invoices to current book rate in effect, with no discounts, if not paid within 60 days from the date of original invoice unless a dispute has been presented within set timeframe.

Customer agrees to be wholly responsible for all debts incurred, exclusive of any third-party with whom Customer may work for or with. Customer further agrees that any unpaid invoices are placed with a collection agency or attorney, for collection, Cross-Check Aviation shall be entitled to collect agency fees, reasonable attorney's fees and/or court costs from Customer *regardless of whether the matter is settled out-of-court or litigated*.

Customer agrees that Cross-Check Aviation shall maintain the right to offset documented overpayments or credits accrued during any billing period against debits or past due balances from any other billing period. Customer shall, within 15 days from date of notification of pending offset, advise Cross-Check Aviation which past due invoice(s) should be offset. Current invoices will not be offset until after past due invoices have been paid. Should Customer not provide offset instructions within 15 days, Cross-Check Aviation reserves the right to apply said monies to Customer's open invoices at its own discretion. Payment by check constitutes an agreement that should said check be returned unpaid due to insufficient or uncollected funds, check may be processed for collection electronically without further notification including a returned check fee of \$25.00.

Cross-Check Aviation provides services exclusively to Customer who is wholly responsible for payment. Prompt payment of any invoice(s) shall not be predicated upon Customer receiving payment and/or funding from a third party not associated with this agreement.

Cross-Check reserves the right to absorb any abandoned property in our possession for more than 120 days. Customer will receive a final notice 30 days before this happens.