

TERMS AND CONDITIONS

1. Loan of material shall be governed by the terms and conditions set forth below.
2. The loan period shall start the day the Loaned Unit is loaned and terminate on the day the Loaned Unit is returned to Alaska Airlines at:
Alaska Airlines, Inc.
Attn: Stores Dept.
Seattle-Tacoma Intl. Airport
Seattle, Washington 98158
3. Borrower agrees to pay Alaska Airlines for the handling, availability, and use of the Loaned Unit in accordance with the schedule of charges in effect at the time the loan occurs. Borrower further agrees to return Alaska Airlines owned reusable shipping container to Alaska at the termination of the loan.
4. Borrower agrees information shown on the face of this form is correct, specifically relating to the quantity of loaned part(s), part number, serial number(s), borrower's aircraft registration, position installed, and Category 1 container loaned with part(s), if any.
5. Borrower agrees to return the Loaned Unit within ten (10) days, unless a longer period is approved by Alaska Airlines, via prepaid air freight or personal delivery to the address shown on the face of this form. Borrower agrees to return the Loaned Unit in the same condition as when borrowed, reasonable wear excepted, and Borrower agrees to pay all costs, in accordance with our published labor rate and material markup, associated with any maintenance checks and repairs if the Loaned Unit is returned in unserviceable condition.
6. Borrower agrees when returning the Loaned Unit from a foreign country, the Loaned Unit must be delivered to Alaska Airlines, at the address shown on the face of this form, free of all customs duties, fees, brokerage charges, and all transportation costs. Alaska Airlines accepts no liability for U.S. or Foreign Customs Documentation in connection with the outbound or inbound movement of the material being loaned and/or returned.
7. In the event Borrower is unable to return the specific Loaned Unit loaned for any reason, Borrower shall at Alaska Airlines' option, replace the loaned Loaned Unit with one of like kind and condition or purchase the Loaned Unit at a price determined by Alaska Airlines. Purchase of the Loaned Unit under these circumstances shall not relieve Borrower of liability for accumulated loan charges.
8. Borrower agrees to not loan the Loaned Unit to a third party.
9. Borrower agrees to indemnify and hold harmless Alaska Airlines, its officers, agents, and employees, from any and all claims, loss damage, costs and expenses, including reasonable attorney's fees, and liabilities of any nature whatsoever which Alaska Airlines, its officers, agents, or employees may suffer or incur arising out of or in connection with the possession, operation, maintenance or control of the Loaned Unit, including injuries to, or deaths of any persons and damage to property whether or not attributable, directly or indirectly, wholly or in part, to any negligent act or omission of Alaska Airlines, its officers, agents, or employees.
10. Borrower agrees that Alaska Airlines shall have no liability under any circumstances for damages arising from loss of use or other indirect or consequential damages of any kind due to use of any borrowed part, whether such part is or is not defective, and Borrower hereby waives any right it may have to such damages.