

TURBINES INC
Standard Terms and Conditions for
Repair and Overhaul Services

1. **TERMS:** Turbines Inc agrees to provide engine repair and/or overhaul services as determined by Turbines Inc. (the "Services") to the Customer based exclusively on these terms and conditions (the "Terms and Conditions"). Any change in these Terms and Conditions shall be in writing signed by an officer or authorized agent of Turbines Inc. Turbines Inc expressly rejects, and will not accept, any other terms except those contained herein, including but not limited to, any terms contained in any purchase or repair order.
2. **SHIPMENT AND DELIVERY:** Unless otherwise requested and agreed upon in writing signed by both parties, Customer shall arrange for the Customer's engine to be shipped to Turbines Inc location, at Customer's sole cost and expense, which shall include, but is not limited to insurance, taxes, and duties of Customer's engine in transit. In the event Customer requests Turbines Inc to arrange shipment to the Turbines Inc location, Customer shall be responsible for all costs and expenses, and Customer acknowledges that shipments will not be insured unless requested in writing and funded by Customer. Upon completion of the Services by Turbines Inc and payment in full from Customer, Customer shall arrange for the Customer's engine to be shipped FOB from Turbines Inc location at Customer's sole cost and expense, unless otherwise agreed upon in a writing signed by both parties. Expedited means of shipment will be used only if requested and funded by Customer. In all cases, the carrier shall be deemed to be an agent of Customer and Customer shall bear the entire risk of loss or damage to Customer's engine in transit. Customer acknowledges and agrees that all shipments are NOT insured unless requested in writing and funded by the Customer.
3. **PAYMENT FOR SERVICES:** Turbines Inc shall provide a cost estimate for all labor and parts upon inspection of Customer's engine (the "Estimated Fee"). Prior to commencing the Services, Customer shall pay fifty percent (50%) of the Estimated Fee to Turbines Inc. Upon completion of the Services, Turbines Inc shall provide an invoice to Customer and Customer shall pay the remaining balance of the invoice in full. Turbines Inc will not ship Customer's engine until payment is made in full. Payments not received within 30 days of invoice will thereafter incur a \$100/day storage fee. If payment is not received in full after sixty (60) days, Customer agrees that its engine, including all parts, shall be considered abandoned and become the property of Turbines Inc.
4. **WARRANTIES:** Turbines Inc shall provide the limited warranties contained in Exhibit A, attached hereto and incorporated herein by reference. All warranties contained in Exhibit A shall be the sole and exclusive warranties available to Customer for the Services.
5. **ATTORNEY'S FEE:** In the event Turbines Inc should bring an action against Customer for enforcement of these Terms and Conditions, Customer agrees that Turbines Inc shall be

entitled to an award of its reasonable attorney's fees and court costs associated with such proceedings.

6. **GOVERNING LAW:** This Agreement shall be governed by, and construed in accordance with the laws of Indiana, without reference to its choice of law provisions.
7. **SEVERABILITY:** The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid, or unenforceable in any jurisdiction, such illegality, invalidity, or unenforceability shall not affect any other provision hereof or the interpretation and effect of the Agreement as to any other jurisdiction, and the remainder of this Agreement, disregarding such illegal, invalid, or unenforceable provision shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
8. **CONSENT TO JURISDICTION AND SERVICE OF PROCESS: CUSTOMER HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN VIGO COUNTY, INDIANA AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS RELATING TO THESE TERMS AND CONDITIONS SHALL BE LITIGATED IN SUCH COURTS. CUSTOMER AGREES THAT ANY SUCH ACTIONS OR PROCEEDINGS SHALL BE IN THE EXCLUSIVE JURISDICTION OF SUCH COURTS, WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THESE TERMS AND CONDITIONS.**