STANDARD TERMS AND CONDITIONS OF SALE – MAINTENANCE, REPAIR, AND OVERHAUL (MRO) SERVICES.

Whereas Global Turbine Services, Inc. (GTS) is the "Company" and the "Customer" is the entity requesting parts or services from Company, typically identified in Company's order confirmation or repair quotation.

"Service(s)" or "Serviced" refers to services provided to Customer by Company, including but not limited to inspection, repair, modification, or overhaul.

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

1. ACCEPTANCE & AGREEMENT

This agreement ("Agreement") is entered into between Company and Customer (hereinafter each a "Party" and, collectively, the "Parties"). This Agreement supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral between the Parties. No course of prior dealings between the parties and no usage of the trade shall be relevant to determine the meaning of this Agreement.

ALL ACKNOWLEDGMENTS, SALES, ACCEPTANCES, AND SERVICES BY COMPANY ARE EXPRESSLY LIMITED TO AND MADE CONDITIONAL UPON THE TERMS AND CONDITIONS CONTAINED HEREIN AND NO OTHERS, AND ANY OF CUSTOMER'S TERMS AND CONDITIONS WHICH ARE IN ADDITION TO OR DIFFERENT FROM THOSE CONTAINED HEREIN ARE HEREBY OBJECTED TO IN ADVANCE AND NOT INCLUDED IN THIS AGREEMENT. AS SUCH, FULFILLMENT OF CUSTOMER'S ORDER/REQUEST DOES NOT CONSTITUTE ACCEPTANCE OF ANY OF CUSTOMER'S TERMS AND CONDITIONS AND DOES NOT SERVE TO MODIFY OR AMEND THIS AGREEMENT, UNLESS SPECIFIC AND EXPLICIT REFERENCE TO CHANGES TO THIS AGREEMENT ARE MADE IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF COMPANY.

2. PRICE AND PAYMENT

All payments shall be made in United States dollars. It is specifically understood and agreed that the title to all goods listed or included in the applicable invoice shall remain Company's until full payment of same has been received and the funds have cleared. All prices for parts are net to Company and do not include transportation, insurance, taxes (including, without limitation, goods and services tax, harmonized sales tax, sales tax, value added tax, withhold taxes and any transfer tax), import or export charges or duties, levies, imposts, penalties, interest or other similar charges, all of which shall be the responsibility of Customer and payable to Company upon demand. Prices as quoted are valid for thirty (30) days subject to prior sale. Unless otherwise set forth in writing by Company and the Customer, at the time of sale (prior to shipment) Customer must arrange for pre-payment, credit card payment or COD. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company in accordance with its credit and collections policy and assessment of credit risk. Alternatively, upon approval of credit all balances shall be payable net thirty (30) days of invoice date. All sums past due shall bear interest at one and one-half percent (1 $^{1}/_{2}$%) per month or the maximum amount permitted by law commencing from the due date until the date the invoice amount plus any service charges is paid. Customer agrees to pay all costs of collection including reasonable attorney's fees and expenses in the event it becomes necessary to enforce the payment thereof. No set-off is permitted by Customer with respect to any part sold to Customer hereunder against any amount owed by Company to Customer unless Company's authorized representative has provided written, signed consent to such setoff. Customer hereby grants to Company a security interest in any part(s) Customer delivers to Company for Services, as security for payment of Company's fees for labor, materials, costs and expenses, and in addition to any statutory liens (including but not limited to New Mexico, Section 48-3-29 NMSA 1978) that apply to secure payment for the services performed by Company for Customer. Such security interest shall be considered discharged in full upon receipt by Company of payment from Customer for any and all part(s) Serviced by Company. Late Payment: Past-due balances shall accrue interest at the rate of 1.5% per month (or the maximum allowable by law). Company reserves the right to suspend work, withhold parts, or refuse shipment until payment is made. Retention of Title: Ownership of repaired or serviced asset or parts remains with Company until full payment is received or credit terms have been approved and established in the amount needed to release order.

Company is entitled, without the prior consent of Customer, but at Customer's expense, to perform additional Services that Company considers necessary for the proper performance of Services set forth in the repair quotation if:

i) Customer's prior consent cannot be obtained without causing delay in the completion of Services set forth in the repair quotation; and

ii) The price for the additional Services does not exceed twenty percent (20%) of the value of the original repair quotation.

The final invoice issued for the Service of any part(s) shall include any amounts owing (or paid by Company) to any subcontractor if Company engages a subcontractor for the Service of such part(s).

3. ORDERING CONFIRMATIONS AND CANCELLATIONS

All orders must be made or confirmed in writing or by electronic data interface and are subject to approval and confirmation upon receipt by Company. No order is guaranteed until Company issues an order confirmation to Customer. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent. All cancellations that are accepted by Company are subject to a fifteen percent (15%) cancellation fee. If an order is canceled after work has commenced, Customer shall be liable for a cancellation fee of up to 50% of the quoted amount, plus all costs incurred by Company up to the date of cancellation. The minimum purchase order is five hundred United States dollars ($500). Estimates: All quotes are estimates only and subject to change after inspection and teardown findings.

4. DELIVERY TO COMPANY

Customer shall deliver the parts to be Serviced to the designated Company facility. Customer will bear all costs incurred to ship the parts to the shipping destination (including costs of freight and transit insurance) and will prepay such shipping costs. If Customer ships parts to Company's designated facility from outside the United States, customer will name itself as importer and nominate a customs broker. Customer is responsible for payment of all customs duties, taxes and other charges. Export Compliance: Customer warrants that all shipments comply with U.S. export control laws (ITAR, EAR, OFAC) and shall indemnify Company for any violations. Customer Warranty of Ownership: Customer represents that it has good title to all parts provided, free of liens or restrictions.

Customer shall include applicable service requirements for each part with its order and shall pack the parts in accordance with ATA 300 specifications and good commercial practices for protection against damage and deterioration during shipment and storage. Customer shall be liable for any damage to parts due to improper packaging by Customer. Until delivery of the parts is made to Company's designated facility, Customer will be responsible for all risks of loss and damage.

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5. DELIVERY TO CUSTOMER

Company is authorized to advance the Delivery Date or complete performance of any order, prior to the time set forth in such order. Company may, in its sole discretion, without liability or penalty, make partial shipments of parts to Customer. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Customer's purchase order. GTS shall invoice for all completed work prior to shipping.

Unless they have been explicitly and in writing declared as binding, delivery dates for part(s) that have been Serviced are provisional, non-binding and shall serve as general information only. Unless otherwise

agreed in a writing signed by Company's authorized representative, all parts delivered to Customer will be packed for shipment in accordance with Company's standard packing procedures for such part. Company will endeavor to notify Customer in the event that any part(s) may be delivered late. Delivery terms are GTS designated facility "free carrier" (INCOTERMS® 2020) (where Company means "seller" and Customer means "buyer"). Customer will pay all shipping and handling and other similar costs from Company's facilities including but not limited to the costs of freight, insurance, export clearances, import duties and taxes.

The part(s) shall be invoiced to and risk of loss shall pass to Customer upon tender of delivery thereof to the carrier. Customer shall have the right to specify the method of transportation for the parts and/or assemblies and the common carrier to be used and, in such event, Customer shall arrange for payment of shipping. Absent such specification, the Company shall ship the parts and/or assemblies by a reliable common carrier of its own selection in order to meet the delivery schedule, and invoice Customer for all applicable charges associated with such shipment.

6. INSPECTION

If upon delivery of the parts to Customer, the parts do not conform to the Order (subject to Section 4 hereof), Customer shall, within five (5) days after receipt thereof, notify Company of such nonconformance, and return such nonconforming part to Company. Customer will be deemed to have accepted the parts unless it notifies Company in writing of any non-conformance during the five (5) day post-delivery period and furnishes such written evidence or other documentation as required by Company. If Customer timely notifies Company of any non-conforming parts, Company shall, in its sole discretion, replace such nonconforming parts with conforming parts, or credit or refund the price for such non-conforming parts, together with any reasonable shipping and handling expense incurred by Customer in connection therewith. Customer shall then ship, at its expense and risk of loss, and within the return period of Section 4, the non-conforming parts to Company. If Company exercises its option to replace non-conforming parts, Company shall, after receiving Customer's return shipment of non-conforming parts, ship to Customer, at Customer's expense and risk of loss, the replaced parts to the delivery point. Customer acknowledges and agrees that the remedies set forth in this Section are Customer's exclusive remedies for the delivery of nonconforming parts.

7. ACCEPTANCE

Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatsoever after it has accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance shall be any waiver of inspection, use or possession of goods, or any indication of exclusive control exercised by Customer.

8. WARRANTY FOR SERVICED PARTS

Company warrants that all part(s) Serviced by Company will conform to the appropriate technical data referenced by the FAA 8130-1 release form and in accordance with all other FAA requirements, and will be free from defects in workmanship.

Unless otherwise provided to Customer by Company, parts Serviced are subject to Company's standard warranty:

a. Global Turbine Services, Inc. (GTS) represents and warrants, as of the date on the Delivery Receipt and upon receipt of payment, that its workmanship and services conform to the "Standard in the Industry," manufacturer specifications (as originally promulgated and including subsequent updates and modifications), and all applicable provisions of the Federal Aviation Administration (FAA) and its Regulations (FAR).

b. GTS standard warranty of the components repairs is for a period of six (6) months after the date of tagging for repair, excluding any overhaul which shall be free from defects in workmanship for a period of twelve (12) months from the date of tagging.

c. Engine Limited Warranty
GTS extends a 100% warranty on its services and repairs to the engines and GTS-supplied engine accessories for a period of twelve (12) calendar months or 1,000 cycles/hours from the date on the Delivery Receipt, whichever occurs first. Unless otherwise specified herein or on the invoice, all GTS-repaired and GTS-installed accessories delivered with the engine carry the same warranty coverage period as the engine.

d. Spare Parts Warranty
Spare parts purchased separately from GTS are warranted for 500 operating hours or ninety (90) calendar days after first use, or, if not installed, within twelve (12) calendar months from delivery or shipment by GTS, whichever occurs first. GTS will repair or replace parts found defective due to material or manufacturing workmanship defects, subject to standard exclusions. The customer is responsible for all transportation and insurance costs, Free on Board (FOB), to and from GTS's facility.

e. Warranty Administration

All warranty claims are subject to authorization by GTS Warranty Administration and must be performed by GTS personnel at GTS's facility, unless GTS, at its sole discretion, authorizes remote service. The customer is responsible for all shipping and insurance costs, FOB, to and from GTS's facility for warranty-related services.
This warranty shall not apply and Company shall bear no liability if: a) the part(s) are subjected to any further repair, maintenance, overhaul, installation, storage, operation, or use, handling or environment that is improper; b) the part(s) are subjected to any accident, misuse, neglect or negligence after delivery to Customer; c) Customer makes any further use of such parts after giving such notice; (d) the defect arises because Customer failed to follow Company's written instructions as to the storage, installation, use or maintenance of the parts; (e) the parts are altered, modified or repaired without the prior written consent of Company; or (f) Customer is in default with its payment obligations.

Company shall not be liable for breach of warranty unless Company is given a reasonable opportunity after receiving the notice to examine such parts and Customer (if requested to do so by Company) returns such parts to Company's place of business at Customer cost for the examination to take place there, and Company reasonably verifies Customer's claim that the parts are defective. Company may request additional information from Customer to verify warranty claims that may include, but are not limited to, date of failure, pictures of damage, or utilization. In the event of a defect of workmanship, Company will either, at its option, repair or replace the non-conforming part(s). In no event shall Company's total liability for any warranty repair or replacement cost exceed the original invoice amount for the Services. No extension of warranty is given unless set forth in writing by Company.
The warranty set forth in this Section shall be the exclusive and sole remedy for Customer in the event of any non-conforming part(s).

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f. Warranty Conditions

GTS's obligations under this warranty are subject to the following conditions:
Notification: Defects in workmanship must be discovered within the warranty period and reported to GTS in writing within five (5) calendar days of discovery.
Proper Use: Engines and components must be installed, preserved, maintained, and operated in accordance with FAA FARs, manufacturer manuals, requirements, directives, and instructions. They must not have been altered or repaired outside GTS facilities, operated beyond manufacturer-specified limits, or subjected to misuse, neglect, accidents, unapproved or contaminated expendables (e.g., fuel or oils), foreign object damage, or environmental damage.
Shipping: Upon GTS's approval and issuance of an RMA, the engine, accessory, or part must be shipped at the customer's sole expense, including all transportation and insurance costs, FOB, to and from GTS's designated facility for corrective work.
Customer-Supplied Parts: GTS shall not be responsible for any warranty claim if the customer provides more than ten percent (10%) of the parts, materials, rotables, expendables, or components (in U.S. dollars, as reflected in the original repair cost estimate prepared by GTS and accepted by the customer).

9. DISCLAIMER OF WARRANTIES

OTHER THAN WITH RESPECT TO TITLE AND THE LIMITED WARRANTY SET FORTH ABOVE, NO WARRANTY SHALL BE PROVIDED BY COMPANY WITH RESPECT TO PARTS SOLD HEREUNDER, AND EACH PART SOLD TO CUSTOMER IS SOLD IN "AS- IS, WHERE IS" CONDITION WITH ALL ASSIGNABLE WARRANTIES FROM THE LAST OPERATOR OR REPAIR FACILITY (IF SUCH WARRANTIES EXIST), AND THE OBLIGATIONS AND LIABILITY OF COMPANY HEREUNDER ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, AND CUSTOMER HEREBY WAIVES AND RELEASES COMPANY FROM ANY AND ALL OTHER WARRANTIES, AGREEMENTS, GUARANTEES, CONDITIONS, OBLIGATIONS, DUTIES, REPRESENTATIONS, REMEDIES OR LIABILITIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PART, ARISING IN CONTRACT OR IN TORT, WHETHER UNDER THEORIES OF NEGLIGENCE, STRICT NEGLIGENCE OR OTHERWISE, INCLUDING WITHOUT LIMITATION: (1) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR INTENDED USE OR FOR A PARTICULAR PURPOSE, (2) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AND (3) ANYOBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY, FOR LOSS OF USE OR DAMAGE TO ANY ENGINE OR AIRCRAFT OR ANY OTHER PROPERTY FOR LOSS OF REVENUE OR PROFIT WITH RESPECT TO ANY SUCH PROPERTY FOR LIABILITY OF CUSTOMER TO ANY THIRD PARTY OR FOR ANY OTHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER WITH RESPECT TO ANY PART SOLD HEREUNDER, EXCEPT IN THE CASE OF COMPANY'S WILLFUL MISCONDUCT. THIS DISCLAIMER SHALL NOT BE MODIFIED EXCEPT BY WRITTEN AGREEMENT SIGNED ON BEHALF OF COMPANY AND CUSTOMER BY THEIR DULY AUTHORIZED REPRESENTATIVES.

10. INDEMNITY

Customer agrees to defend, indemnify and hold harmless Company, its affiliates and subsidiaries, and each of their respective financiers, officers, directors, insurers and reinsurers, servants, shareholders, subcontractors, agents, and employees ("Indemnitees") from and against any and all liabilities, losses, judgments, damages, demands, actions, suits, fines, penalties, and claims of any kind whatsoever, whether based upon alleged active or passive negligence, implied or express contract or warranty, contribution, indemnity, strict liability, or product liability on the part of Company Indemnitees, including all costs, expenses and reasonable attorneys' fees incidental thereto, for property damage, diminution in value, lost profits, loss of use, injury to or death of any person, infringement of patents or trademarks arising from Company's compliance with Customer's designs or specifications or instructions, and any other direct, indirect, incidental, consequential, economic or statutory civil damages which arise out of or are in any way related to the use, operation, repair, maintenance, or disposition of any good provided under this Agreement, provided, however, Customer shall not be required to indemnify the Company Indemnitees for claims or liabilities arising from the gross negligence or willful misconduct of any Company Indemnitee. Company Indemnitees have the right to select counsel, and Company's consent, not to be unreasonably withheld, must be obtained for any settlement.

Company will indemnify, defend, and hold harmless Customer from and against all liabilities, claims, losses and damages of any nature including but not limited to all expenses (including reasonable attorneys' fees), costs, and judgments, for breach of Company's warranty, set forth herein, to convey good marketable title to Customer. In no event shall Company's liability for any breach of this warranty exceed the original invoice amount for the Services.

11. INSURANCE

Customer shall, at its own expense, maintain and carry liability insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than five million dollars ($5,000,000) with an insurance carrier with an AM Best rating of no less than A- or equivalent. All insurance required by this Section must cover Company, its subsidiaries and affiliates, and their respective officers, directors, shareholders, employees and agents as additional insureds. Upon Company's request, Customer shall provide Company with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in this Agreement. Customer shall provide Company with thirty (30) days advance written notice in the event of a cancellation or material change in Customer's insurance policy. Except where prohibited by law, Customer shall require its insurer to waive all rights of recovery or subrogation against Company, its subsidiaries and affiliated companies, and its and their respective officers, directors, shareholders, employees, and agents. The amount of insurance carried in compliance with the above requirements is not to be construed as either a limitation on or satisfaction of the indemnification obligation in this Agreement. In addition to the above, Customer shall carry and maintain such insurance in types and amounts as would be carried by prudent companies engaged in the Customer's industry.

12. LIMITATION OF LIABILITY

CUSTOMER UNDERSTANDS AND AGREES THAT IF CUSTOMER CLAIMS ANY LOSS OR DAMAGES AGAINST COMPANY, REGARDLESS OF THE CAUSE, INCLUDING BUT NOT LIMITED TO COMPANY'S OWN NEGLIGENCE, FAILURE TO PERFORM ANY OF THE OBLIGATIONS SET FORTH IN THIS AGREEMENT, FROM THE MANUFACTURE, SALE, DELIVERY OR USE OF ANY GOOD COVERED BY OR FURNISHED UNDER THIS AGREEMENT, COMPANY'S LIABILITY SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE GOOD(S) WHICH GIVE RISE TO THE CLAIM, INCLUSIVE OF ALL TYPES OF DAMAGES, ATTORNEY'S FEES, INTEREST, EXPENSES, AND COSTS. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, NOR SHALL COMPANY BE LIABLE FOR DAMAGES RELATING TO THIRD PARTY CLAIMS, LOSS OF USE, PERSONAL INJURIES, INTEREST, PROPERTY DAMAGE, DIMINUTION IN VALUE, ATTORNEYS' FEES, LOST REVENUE, LOST PROFITS, OR COST OF REPLACEMENT GOODS, REGARDLESS WHETHER SUCH DAMAGES ARE DIRECT OR CONSEQUENTIAL, AND REGARDLESS WHETHER SUCH

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DAMAGES WERE FORESEEABLE, COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF THE CUSTOMER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. COMPANY AND CUSTOMER EACH ACKNOWLEDGE AND AGREE THAT THE PARTIES ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION, AND THAT THE SAME REFLECT AN ALLOCATION OF RISK BETWEEN THE PARTIES, INCLUDING THE RISK THAT A REMEDY MAY FAIL OF ITS ESSENTIAL PURPOSE AND CAUSE CONSEQUENTIAL LOSS, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

This limitation of liability shall not apply to liability resulting from Company's willful misconduct.

ANY LAWSUIT, PROCEEDING OR ACTION BY CUSTOMER AGAINST COMPANY MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED AND ALL RIGHTS OF CUSTOMER TO COMMENCE ANY COURT ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL TERMINATE ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED, UNLESS THE PARTIES HAVE AGREED IN WRITING TO A DIFFERENT CLAIM PERIOD.

13. FORCE MAJEURE

Company will not be liable for delays in delivery or failure to deliver due to: (a) causes beyond its reasonable control; (b) acts of God, acts of Customer, acts of Government, expropriations, eminent domain, condemnation, national, regional, or local emergency, revolution, changes in laws, regulations, or orders, terrorism, acts of third parties, acts of civil or military authority, fires, blockages, seizures or freeze of assets, government delays or refusals such as delays or refusals to grant export or import licenses or the suspension or revocation thereof, floods, earthquakes, explosions, severe weather, epidemics, quarantine restrictions, war, riot, insurrection, embargo, or delays in transportation; (c) labor strikes, work slowdowns, lockouts, telecommunication breakdown, power outages, and other power/electricity interruptions, uncontrolled inability to obtain necessary labor, materials, components or manufacturing facilities; or (d) any other commercial impracticability. Any such delays will affect a corresponding extension of Company's performance dates.

14. SIGNATURES, AUTHORITY

Anyone signing for Customer represents that she or he is employed by Customer in the capacity indicated and is unequivocally authorized to bind Customer to this Agreement. Customer's signature on this Agreement is not required for this Agreement to be effective.

15. PROPRIETARY INFORMATION

All prices at which any part(s) are sold hereunder and all other commercially sensitive information related to Company's business, products and practices ("Proprietary Information") shall be held by Customer in confidence and Customer shall use and disclose same only as specifically authorized by Company or as required by any governing authority. Customer further agrees to notify Company immediately upon learning of any unauthorized distribution, disclosure, or use of Proprietary Information.

Company and Customer shall retain all of their own proprietary rights of any kind in and to their respective patents, trademarks, procedures, know-how, methods, processes, trade secrets and proprietary information that may be used or disclosed with respect to the services performed pursuant to this order. Company will retain ownership of all intellectual property and proprietary rights that it develops in connection with the performance of services provided under this order. The provision of services by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said services with other devices or elements.

16. GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL

This Agreement shall be interpreted under and governed by the laws of the State of Florida, except that Florida's choice of law rules shall not be invoked for the purpose of applying the law of another jurisdiction. In the event of any dispute or claim, the Parties hereby agree that any lawsuit or other legal action shall be filed in the federal or state courts located in Miami-Dade County, Florida, and in no other venue ("Courts"). The Parties agree to submit to the jurisdiction of the Courts, agree to venue in the Courts, and waive any defense of lack of personal jurisdiction or forum non convenient in the Courts. The Parties further waive the right to trial by jury. In the event that any lawsuit or other legal action arises under or related this Agreement, the prevailing party in such lawsuit or other legal action shall be entitled to collect its reasonable legal fees and costs from the non-prevailing party. The provisions of this section shall not restrict the ability of either Party to enforce in any court, without geographic limitation, any judgment obtained in the Courts.

The Parties agree that service of process by certified mail to Customer's address as set forth in this Agreement shall be effective service of process on Customer for any lawsuit or other legal action brought in the Courts. The Parties agree that service of process by certified mail to Company's address as set forth in this Agreement shall be effective service of process on Company for any lawsuit other legal action brought in the Courts.

17. SERVICE OF PROCESS

Service of process by certified mail to Customer's address as set forth in the order confirmation or repair quotation shall be effective service of process on Customer for any suit, action, or other proceeding brought in any such court. Service of process by certified mail to Company's address at ATTN: Legal Department, 121 Alhambra Plaza, Suite 1700, Coral Gables, Florida 33134, shall be effective service of process on Company for any suit, action, or other proceeding brought in any such court.

18. SEVERABILITY

In the event that any of the aforesaid terms and conditions should for any reason be held ineffective, unenforceable, or contrary to public policy, the remainder of the agreement shall remain in full force and effect notwithstanding.

19. CONSTRUCTION

In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

20. GOVERNMENTAL AUTHORIZATIONS

Customer understands that the parts and/or the technology to be delivered by it pursuant to this Agreement are subject to export controls under the laws of the United States, including but not limited to: (i) U.S. Exports Regulations governing the export, transfer or re-export of U.S. manufactured products and products containing U.S. components, software, or technology as set forth in the U.S. Export Administration regulations (EAR), 15 C.F.R. §§ 772 et. seq.: (ii) U.S. Export

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Regulations and laws restricting U.S. companies and their foreign affiliates and subsidiaries from doing business with certain embargoed countries and entities as set forth in the U.S. Foreign Assets Control Regulation (FACR), 31 C.F.R. §§ 500 et. seq.; (iii) antiboycott laws; (iv) foreign trade regulations (FTR) (15 CFR 30.1 to 30.74) and (v) the International Traffic in Arms Regulations, 22 C.F.R. §§ 120 et seq. Customer agrees, warrants, and represents that it will not export, re-export or divert the parts, technology or parts manufactured from the technology that are the subject of this Agreement in violation of the export laws of the United States. Customer will be "importer of record" or "exporter of record," as applicable, and shall be responsible for timely obtaining any required governmental authorizations such as an import license, export license, exchange permit or any other required governmental authorization, and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations.

21. RECLAMATION

This provision shall apply in the event that Company has: (a) delivered the part(s) to Customer on credit; (b) financed the sale of the part(s) to Customer or (c) has been engaged by Customer for the repair, reconditioning or refurbishment of part(s). As a condition of Company allowing Customer to accept delivery of the part(s) on credit, Customer represents and warrants to Company that Customer is solvent and is not presently a debtor in any bankruptcy case in any court of competent jurisdiction. In the event Customer becomes insolvent before delivery or while parts are in transit, it will immediately notify Company. The failure to notify Company immediately will be construed as a reaffirmation of Customer's solvency at the time of delivery. Company will have the right to stop delivery of the parts by a bailee or other third party transporting the same if Customer becomes insolvent, repudiates or fails to make a payment due, in order to withhold or reclaim the parts under the provisions of the Uniform Commercial Code. In the event parts reach Customer prior to Company's ability to stop parts and Customer cannot make payments within the agreed upon payment terms, Customer shall return the parts to Company at Customer's expense. In the event of Customer's insolvency, the foregoing invoice together with this Agreement shall constitute a demand by Company for reclamation of the part(s) in accordance with Section 2-702 of the Uniform Commercial Code and Section 546 (c)(1) of the United States Bankruptcy Code. In the event of Customer's insolvency, Customer does hereby waive any defenses to Company's reclamation of the part(s) and Customer shall promptly return possession of the parts to Company. Customer hereby grants a general lien on, and a security interest in, any assets belonging to Customer as security for the performance of its obligations hereunder or to satisfy any obligation owed by Customer to Company under any agreement.

22. RIGHT OF SET OFF

Customer will have no rights of set off against any amounts which become payable to Company under this Agreement or otherwise.

23. SUBCONTRACTING AND ASSIGNMENT

Company reserves the right to subcontract this Agreement, in full or in part. The nature and scope of the services to be delegated to the subcontractor shall be at Company's discretion; provided, however, that Company shall remain responsible for all work performed pursuant to this Agreement including work delegated to any subcontractor.

Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without prior written consent of Company. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the Customer of any of its obligations under this Agreement.

24. GOVERNMENT CONTRACTS

No government contract regulations or clauses will apply to the parts or any order for parts or act to bind Company unless specifically agreed to by Company separately in writing at Company's headquarters. Unless Customer notifies Company in writing in advance, Customer warrants that it will not submit any request for or order to purchase parts which Customer knows or has reason to know will be used in the performance of a U.S. government contract or subcontract which incorporates or is subject to federal regulations expressly or by reference, including without limitation the Federal Acquisition Regulation (FAR), Defense Acquisition Regulation (DFAR), Armed Services Procurement Regulations (ASPR), and Cost Accounting Standards (CAS).

25. WAIVER

There shall be no waiver of any claim or right arising under this Agreement unless the waiver is supported by consideration and is in a writing signed by the aggrieved party. The failure of either party to enforce at any time or for any period of time any of the provisions hereof shall not be construed to be a waiver of such provisions nor the right thereafter to enforce each and every such provision.

26. FURTHER ASSURANCES

Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

27. CUMULATIVE REMEDIES

Unless otherwise expressly limited in this Agreement, all rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.

28. NOTICES

All notices, requests, consents, claims, demands, waivers, and other communications hereunder ("Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the order confirmation or repair quotation or to such other address that may be designated by the receiving party in writing. All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only a) upon receipt of the receiving party; and b) if the party giving the Notice has complied with the terms of this section.

29. Confidentiality & Intellectual Property

Any technical data, repair processes, or intellectual property developed by Company remain the exclusive property of Company. Customer shall not disclose or reproduce such data without Company's written consent.

30. Dispute Resolution

The parties agree to first attempt good faith negotiations to resolve disputes. If unresolved, disputes shall be resolved by binding arbitration or litigation in Miami-Dade County, Florida. The parties waive their right to a jury trial.