

TERMS AND CONDITIONS OF STANDARD INVOICE

Invoice is subject to the following terms and conditions. Interest on amounts not paid when due shall run at the rate of 1½ % per month from the date to until paid in full. Purchaser acknowledges that this standard invoice contains provisions, which limit the liability of, and excludes certain warranties from, seller, as set forth in the following terms and conditions.

1. Contract Terms: If the underlying transaction is part of a written contract, i.e. a standard equipment rental agreement or charter party, the terms and conditions of that written contract shall control and this Invoice shall merely be a statement of the amount due as reflected herein. If there is no underlying written contract, this Invoice shall constitute the terms and conditions of sale, and Purchaser, by accepting the goods, agrees to be bound by all of the terms and conditions contained herein.
2. Acceptance: Purchaser shall have the opportunity to inspect the goods prior to purchase. If not actually inspected prior to purchase, Purchaser must inspect the goods immediately at delivery and must at that time note any damage, discrepancy or nonconformity on Seller's copy of the delivery receipt or document. Purchaser shall be deemed to have accepted the goods following inspection including the opportunity to inspect upon delivery unless the goods are refused or rejected at such time. Purchaser's initial acceptance shall be final. Purchaser's failure to inspect shall be deemed a waiver of its right to inspect and shall be construed as Purchaser's intent to accept the delivered goods without inspection. Any failure to inspect shall also be deemed a waiver of any rights to revoke acceptance at some future date with respect to any defect that an inspection might have revealed. Purchaser's acceptance may not be conditioned upon financing of the contract purchase price, negotiation of bank drafts or approval by entities not a party to this contract. Upon acceptance, Purchaser shall be bound by all of the terms and conditions contained herein.
3. Purchase Price: The purchase price for each item, and the total contract purchase price for the goods are identified on the face of the Invoice.
4. Payment: Unless otherwise agreed by Seller, the total contract purchase price is due and payable upon Purchaser's acceptance as defined above. Failure by Purchaser to pay the total contract purchase price before or at the time of acceptance may excuse Seller's obligations under this agreement, at Seller's option. In the alternative, Seller may agree to accept Purchaser's promise to pay for all or any part of the goods accepted, but Seller is under no obligation to do so. In any event, if payment of the total contract purchase price is not tendered by Purchaser at the time of acceptance, or in the event that bank drafts offered as payment are not negotiable for any reason, or if for any other reason the total contract purchase price is not paid at the time of acceptance, the total contract purchase price and any other amount due hereunder shall bear interest at the rate of 1 ½% per month from the date due, until paid in full. The total contract purchase price and any other amount due to Seller shall be paid in U.S. currency without deduction or offset.
5. Delivery: Delivery is accomplished, and Seller's performance is complete, when Purchaser, either utilizing its own personnel and vehicles or utilizing vehicles which it hires, picks up the goods at Seller's facility, or, if Seller has so agreed, Seller delivers the goods to Purchaser at the location designated by Purchaser. If Seller engages third parties to deliver the goods, it does so as Purchaser's agent, with all transportation charges to be for Purchaser's account and with delivery deemed to occur when the goods are picked up at Seller's facility. Risk of loss and duty to insure the goods shall pass from Seller to Purchaser upon delivery as defined in this section.
6. Partial Delivery: Seller may accomplish partial deliveries of the goods covered under this contract. In any case of partial delivery the Purchaser agrees to pay for those items delivered no later than the time delivered items are accepted.
7. Removal: All rights, obligations, responsibilities and liabilities for goods sold under this contract pass with title. Purchaser and Seller agree that title passes upon Purchaser's acceptance of the goods, as defined by this contract, regardless of the status of payment. Purchaser agrees to remove from Seller's premises all goods purchased under this contract immediately upon transfer of title, as defined in this section. Subsequent to such passing of title, Purchaser is solely responsible for any and all risks of liability and any and all risks of loss, which involve the goods sold under this contract, regardless of the location of the goods or the status of payment. The fact that any item sold under this contract is left on Seller's premises subsequent to passing of title will not be deemed to create a bailment. To the contrary, any goods sold under this contract, which remain on Seller's premises subsequent to passing of title, is deemed a nuisance,

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- which Purchaser is on notice to remove. Any goods remaining on Seller's premises more than thirty (30) days subsequent to passing to title may be removed by Seller, at Seller's discretion, and at Purchaser's expense. Purchaser agrees to indemnify, defend, and hold Seller harmless of and from any claim or costs arising from Purchaser's ownership of the goods subsequent to passing of title.
8. **Impracticability or Impossibility:** Seller shall not be liable for any delay or failure to deliver the goods under this contract which is caused by fires, strikes, labor disputes, war, civil commotion, delays in transportation, shortages of labor or material, breakage of the goods or other causes beyond the control of Seller. The existence of such causes of delay or failure shall justify the suspension of delivery, and shall extend the time of performance on the part of the Seller to the extent necessary to enable it to make delivery in the exercise of reasonable diligence after the causes of delay have been removed. If such causes of delay cannot be removed, Seller's obligation to deliver is excused. IN the event of the existence of any such causes of delay, Purchaser may cancel the purchase of such portion of the goods as may have been subjected to such delay, provided cancellation is received by Seller before delivery is accomplished as set forth in section 5, above.
 9. **Warranties:** Seller warrants that it is the lawful owner of the goods, that it has the right to sell the same, and that the goods are free of any claim of lien or other encumbrance. The goods being sold may be new or used and are being sold on an "AS IS" basis, with Purchaser having full opportunity to inspect the goods, or having the goods inspected for it by technicians of its choice, before the goods are delivered. Any recommendations and/or advice from Seller is agreed to be informal and shall not create any warranty from Seller; it shall remain Purchaser's sole responsibility to determine the suitability of the goods for the application intended by Purchaser. **It is agreed that Seller shall be held to no other warranty or representation whatsoever, and shall specifically be exculpated from any warranty of merchantability or fitness for particular purchase or any other warranty, express or implied, including any warranty that the goods are free from latent defects.**
 10. **Construction:** If there is no underlying written contract signed by both parties as described in section 1, above, this Invoice contains the entire understanding of the parties and is intended to be the final expression of their agreement. It shall not be modified except in a writing signed by all parties. No course of prior dealings between the parties has been considered in negotiating this agreement and no course of prior dealings shall be relevant to supplement or explain any of the terms of this contract. Because the goods sold hereunder are unique, there is no applicable trade usage, which can be relied upon. No trade usage shall be relevant to explain, interpret, or qualify any of the terms in this contract.
 11. **Law/Jurisdiction:** This contract and performance hereunder shall be governed and interpreted as follows: (1) if this Invoice originates through Seller's Washington office, Washington law shall apply and the parties agree that with respect to any litigation arising out of this agreement or performance under it, the federal and/or state courts located in Seattle, Washington shall have exclusive jurisdiction; or (2) if this Invoice originates through Seller's Louisiana office, Louisiana law shall apply and the parties agree that with respect to any litigation arising out of this agreement or performance under it, the federal and/or state courts located in New Orleans, Louisiana shall have exclusive jurisdiction. The prevailing party in any suit or proceeding shall be entitled to recover reasonable legal fees and costs. IN addition, the parties agree that Purchaser will reimburse Seller for any costs or expenses incurred by Seller in collecting the total contract purchase price, or any part thereof, including, but not limited to, reasonable legal fees, fees of a collection or investigating agent, and any litigation expenses. Without prejudice o any other rights that Seller may have against Purchaser, if the goods are supplied or furnished to a vessel, Seller shall have the right to enforce a maritime lien against the vessel and its appurtenances in any forum in which the vessel may be found.
 12. **Consequential Damages:** Neither party shall be responsible to the other for consequential or special damages, regardless of foreseeability and/or the cause thereof and whether resulting from delay, neglect or otherwise.
 13. **Headings:** The headings utilized in the Invoice are for convenience or reference only, and shall not be used to construe this contract.