

Standard Terms and Conditions

1.0 Summary

These General Terms and Conditions are between Curtis Engine & Equipment Company, Inc. ("Curtis Engine") having a mailing address of 3915 Benson Avenue, Baltimore, Maryland 21227-1406 (fax number 410.536.2098) and the company, firm or corporation identified above ("Customer", "You" or "Your"). The purpose of these General Terms and Conditions is to set forth the general terms and conditions that will apply to all services performed by Curtis Engine for the Customer and all products sold by Curtis Engine to the Customer. Specific terms and conditions on which such services and products will be provided may be set forth on separate agreements (Written proposals, quotations, etc.) (Each hereinafter referred to as a "Related Agreement"). The provisions of these General Terms and Conditions shall be incorporated into each of these Related Agreements and govern all the understanding and agreements, including but not limited to, Related Agreements between the parties unless otherwise expressly set forth in a Related Agreement. In the event of a specific conflict between the provisions of these General Terms and Conditions and the provisions of any Related Agreement, the terms and conditions of the Related Agreement shall control, except for Section 3.0 "Limited Warranty Statement", which shall be controlled by these General Terms and Conditions, unless amended in writing and signed by authorized personnel of Curtis Engine.

2.0 Agreement

2.1. Payment Terms

All charges are due and payable in accordance with our credit terms set forth on Curtis Engine's invoice. If the Purchaser delays delivery from the agreed upon date, payment terms shall take effect on the date Curtis Engine is prepared to make shipment. The failure of customer to make any payments required under this agreement or under any Related Agreement shall be considered an event of default and, without limiting Curtis Engines remedies at law or under this Agreement, shall entitle Curtis Engine to suspend or terminate the services or products provided to you under all Related Agreements.

2.2. Recoverable Costs and Expenses

All costs advanced and expenses incurred that are directly related to the services performed will be reimbursed to Curtis Engine. These may include, but not limited to, airfare, hotel accommodations, tolls, business meals, parking, miscellaneous travel expenses, faxes, courier charges, express mailing, mileage round-trip from Curtis Engine's service location or shipping point, and all other out-of-pocket expenses.

2.3. Finance Charges, Collection Costs and Expenses

All bills not paid within thirty (30) days of invoice due date, will be assessed a late charge of 1.5% per month (18% per annum) on the unpaid balance until paid in full. In the event that Curtis Engine brings any arbitration or other proceeding to collect amounts owed, Curtis Engine shall be entitled to recover the costs and expenses (including but not limited to its filing fees, witness fees and reasonable legal fees) incurred in collecting such amounts.

2.4. Storage

If the equipment is not shipped after notification has been made to the Customer or its agent that it is ready for shipping, for any reason beyond Curtis Engine's control, including Customer's failure to give shipping instructions, Curtis Engine may store the equipment at the Customer's risk and expense. The Customer shall pay all handling, transportation, storage and insurance costs at the prevailing commercial rates.

2.5. Credit Approval

Shipments, deliveries and performance of work shall at all times be subject to the approval of Curtis Engine. Curtis Engine may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to Curtis Engine.

2.6. Cancellation

Orders are not subject to cancellation or change in specifications, shipping schedules or other conditions originally agreed upon without Curtis Engine's written consent, which shall be in Curtis Engine's sole discretion and then only upon agreement to compensate Curtis Engine for all losses caused by such cancellation or changes.

2.7. Return Merchandise

- Electrical parts/components are not returnable.
- Curtis Engine reserves the right to charge a restocking charge for returned merchandise, that it determines in its sole discretion is reasonable.
- Prior written authorization is required before returning merchandise. All merchandise must be returned prepaid to Curtis Engine's designated outlet, unless otherwise instructed when the authorization is granted.
- Curtis Engine reserves the right to deny authorization for return for any items in its sole discretion.
- Curtis Engine reserves the right to refuse unauthorized returns.
- All claims on returned goods must be made within thirty (30) days from shipment and accompanied by receipt on which original delivery was made.
- In cases where Curtis Engine sells a product on an "exchange basis", a "core charge" is payable by the Customer if an acceptable "core" is not returned to Curtis Engine, freight prepaid, within thirty (30) days after shipment of the exchange product. Curtis Engine reserves the right to determine if the "core" is "acceptable" (i.e. reasonably and economically suitable for repair and resale).

2.8. Force Majeure

Curtis Engine shall not be liable in any way for any default or delay due to contingencies beyond its control, or the control of its suppliers or subcontractors, which prevents or interferes with Curtis Engine making delivery or performing services or on the date specified, including but not limited to war, or restraints affecting shipping, delivery of materials or credit as a result of war restrictions, non-arrival delay or failure to produce materials as a result of war or war restrictions, rationing of fuel, strikes, lockouts, fires, bombings, acts of terrorism, accidents, floods, droughts, or any other contingency affecting Curtis Engine, its suppliers, or subcontractors; and, Curtis Engine shall have the right to cancel a contract for services or cancel a contract for sale or to extend the shipping date in the event that one or more of such contingencies prevent or delay shipments. In the event of delayed or extended shipping dates due to the above causes, and the Customer changes shipping instructions, any additional shipping charges shall be paid by the Customer as part of the purchase price.

2.9. Third Party Vendors

Curtis Engine may from time to time refer the Customer to third party vendors for specific products or services. These vendors are not Curtis Engine's subcontractors, so it is the Customer's responsibility to select and negotiate the terms and conditions of the Customer's business with them. Curtis Engine will not be responsible for their products or services.

2.10. Taxes

In addition to all other amounts payable under this Agreement or under a Related Agreement, the Customer shall pay all United States and foreign sales, use, value added, and other taxes and duties, of whatever nature, federal, state, provincial or otherwise (herein "taxes"), which are levied or imposed by reason this Agreement or any of the services or products purchased from Curtis Engine. The Customer shall promptly pay Curtis Engine for any such taxes paid by Curtis Engine on behalf of the Customer or which are required to be collected and paid by Curtis Engine. Curtis Engine may bill the Customer separately for such Taxes.

2.11. General

- Any claims for shortages or deductions for erroneous charges must be made in writing within thirty (30) days after receipt of goods or services or shall be deemed waived.
- All manufacturers names, numbers, symbols and descriptions are used for reference purposes only, and it is not implied that any part listed is the product of these manufacturers.
- All clerical errors on the part of Curtis Engine are subject to corrections.
- Prices are subject to change without notice.
- Unless otherwise stated, prices are FOB point of manufacture.
- Delivery dates may be quoted by Curtis Engine. Such dates are estimates and in no event shall such dates be construed as falling within the meaning of "time is of the essence".

2.12. No Hire Clause

During the term of any Related Agreement under which Curtis Engine is providing product or services, and for a period of one (1) year thereafter, the Customer and its affiliates will not (a) employ or hire, nor engage as a consultant, or subcontractor, any employee or subcontractor of Curtis Engine, nor any of its affiliates, (b) solicit any employee subcontractor of Curtis Engine or any of its affiliates to become an employee of, or consultant or subcontractor of Customer or any of its affiliates, nor (c) recommend or suggest to any other person or entity that it so solicit, employ, hire, or engage in any such employee or subcontractor. In the event of any breach of the foregoing provision, Curtis Engine shall be entitled to be paid, on demand, as liquidated damages and not as penalty, an amount equal to the annualized salary and other regular compensation being paid to such employee or subcontractor as of the date of the termination of his or her employment with Curtis Engine or its affiliate. It is agreed that the amount of damages, which would be suffered because of a breach of the foregoing provisions of this Section, would be difficult to measure and that such payment amount constitutes reasonable liquidated damages for such a breach.

2.13. Governing Law and Jurisdiction

These General Terms and Conditions and each Related Agreement shall be construed and enforced in accordance with the laws of the State of Maryland, without regard to its conflict of law provisions. The United Nations Convention on the International Sale of Goods shall not apply to these General Terms and Conditions and conditions of any Related Agreement. All suits under this agreement shall be brought and filed in the State of Maryland.

2.14. Invalid Provisions

These General Terms and Conditions and any Related Agreement shall be valid, and enforced to the fullest extent permitted by law. If any term, condition, or provision of these General Terms and Conditions or any Related Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, then such term, condition, or provision shall be curtailed and limited to the extent necessary to bring it within the legal requirements of the remainder of the these General Terms and Conditions, or Related Agreement, and the application of such term,

condition, or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

2.15. Entire Agreement, Modification

These General Terms and Conditions and any Related Agreements constitute the entire agreement between Curtis Engine and the Customer with respect to the subject matter thereof, superseding all previous communications and negotiations whether written or oral. No modification of these General Terms and Conditions or any Related Agreement shall be binding unless it is in writing and executed by authorized representatives of Curtis Engine and the Customer.

2.16. Notices

Any written notice or other written communication to a party under these General Terms and Conditions or any Related Agreement shall be either delivered personally, sent by fax, sent by e-mail, or sent by express carrier for next business day delivery, or by United States registered or certified mail, freight or postage prepaid. Notices shall be sent to a party's address, fax number, or e-mail set forth at the beginning of this agreement or such other address, fax number, or e-mail as such party may specify in writing.

2.17. Waiver of Failure to Act

The waiver or failure of either party to exercise in any respect any right provided for in such party in these General Terms and Conditions or any Related Agreement shall not be deemed a waiver of any further right hereunder.

2.18. Third Party Beneficiaries

These General Terms and Conditions and any Related Agreement shall not be deemed to create any rights in any third parties (excepting only Curtis Engine's affiliates), including suppliers and customers of a party, or to create any obligations of a party to any such third parties.

2.19. Affiliate

As used in these General Terms and Conditions or in any Related Agreement, an "affiliate" of a party means a third party that directly or indirectly (by the ownership of voting securities, contract or otherwise) controls, is controlled by, or is under the common control with, such party.

3.0 Limited Warranty Statement

Curtis Engine makes no express or implied warranties including without limitation, implied warranties of merchantability and fitness for a particular purpose on equipment or devices obtained from a manufacturer. There are no warranties which extend beyond the terms and conditions stated herein. Furthermore, there are no warranties that extend beyond the description on the face hereof or contained in the Related Agreements. Curtis Engine does not warrant, either expressly or applied, any equipment, parts, or devices. The Customer's sole remedy is the warranty of the manufacturer. At the Customer's request, Curtis Engine may furnish specific manufacturer's express limited warranty policies. The Customer accepts the goods sold "as is" and "with all faults" except as provided by the warranty of the manufacturer of the goods sold.

Curtis Engine may provide technical information or advice to assist the Customer in the proper application and utilization of equipment or systems, in which case Curtis Engine disclaims all warranties express or implied, including without limitation implied warranties of merchantability and fitness for a particular purpose, or compliance with governmental regulations.

SOLE LIMITED WARRANTY BY CURTIS ENGINE. Curtis Engine warrants that for 90 days beginning the date of the invoice, service labor by Curtis Engine technicians shall be free from defects in workmanship. This warranty does not cover damage due to external causes including accident, abuse, misuse, problems with electrical power, servicing not authorized by Curtis Engine, usage not in accordance with product

instructions, failure to perform required preventative maintenance, and problems caused by parts and components not supplied by Curtis Engine. This warranty responsibility is limited to repair or replacement at its designated facility, in which case the decision shall be in the sole judgment of Curtis Engine.

IN NO EVENT SHALL CURTIS ENGINE BE LIABLE FOR SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE LOSSES (INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION, REVENUE OR PROFITS, FEES OR FINES), EVEN IF CURTIS ENGINE HAS BEEN ADVISED OR MADE AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES AND REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHER THEORY OF LIABILITY.

Curtis Engine's cumulative liability for all losses and damages under these General Terms and Conditions or any of the Related Agreements (including, without limitation, those arising out of contract tort (including negligence), strict liability, warranty, or any other theory of liability) shall not exceed (a) in the case of any services provided or to be provided by Curtis Engine, the amount of the fees payable by Customer for such services under the applicable Related Agreement, and (b) in the case of any products or devices provided or to be provided by Curtis Engine, the amount of Curtis Engine's labor services associated with the product sale.

Curtis Engine does not accept liability beyond the remedies set forth in this warranty statement or liability for incidental or consequential damages, including without limitation any other liability. Curtis Engine makes no express warranties beyond those stated in this warranty statement. Furthermore, no personnel of Curtis Engine are authorized to make warranties of any nature, orally or otherwise. All additional warranties must be in writing and signed by authorized personnel of Curtis Engine in order to be binding upon Curtis Engine.

4.0 Acknowledgement

The Customer acknowledges that it engages in the conduct of trade or commerce and is a business entity. The Customer acknowledges that this transaction is in a business context and is not for personal services or for personal goods sold or delivered as a consumer.

5.0 Acceptance

Signed and Accepted by:

Print: _____

Title: _____

Date: _____

