

JET THRUSTER AMERICA TERMS AND CONDITIONS

1) **DEFINITIONS** In these Terms and Conditions "the Seller" shall mean JET THRUSTER AMERICA, LLC (dba Jet Thruster America), and/or its successors, "the Buyer" shall mean any person or persons, company or companies, authority or authorities, and/or its successors, executors and personal representatives, who shall order or purchase the Goods and Services; "the Goods and Services" shall mean equipment, goods, materials, logistics, engineering work product, or services supplied or sold by the Seller (including replacements, renewals thereof, and all accessories and additions thereto whether added or made before or after the date of the relative order); "the Contract" shall mean the contract, work order, executed scope document, engagement letter, invoice or other signed instrument, executed for the purposes of sale or supply of the Goods and Services.

2) **LIMITED WARRANTY.** The Seller warrants the following: Labor, including logistics, engineering work product, or services for a period of 30 days from the date labor is performed; Equipment, goods, and materials, manufactured by HOLLAND MARINE PARTS, BV (dba Jet Thruster) for a period of 24 months from the day of delivery or installation per the General Commercial Terms and Conditions of Holland Marine Parts, subject to Dutch law; Equipment, goods, and materials, manufactured by any other party through the particular manufacture. In all circumstances related to equipment, goods, and materials, warranty claims cannot be pre-determined and must be submitted to the manufacturer.

3) **WARRANTY DISCLAIMER.** The limited warranty of the Seller given in the above paragraph is exclusive. The Seller disclaims all other warranties, express, implied or statutory, and specifically disclaims any implied warranties or merchantability, fitness for a purpose, or warranty of workman like service. The Seller shall not be responsible for costs associated with replacement or rework of Goods and Services, including but not limited to, labor or logistics provided by a third party, boat yard services, haul out or crane charges, or costs associated with relocation of a vessel. In all circumstances, warranty of Goods and Services provided by the Seller is subject to evaluation by the Seller of any claim of warranty, and may be denied based on malfunction due to misuse, inadequate maintenance, or normal wear and tear. Additional warranty of any goods repaired or replaced under this limited warranty shall be 3 months from the date of repair or replacement.

4) **DISCLAIMER OF CERTAIN DAMAGES.** The Buyer agrees the Seller is liable only for breach of its limited warranty above in respect to the provision of Goods and Services, or for its own liability, whether based on contract, statute or tort, in any action or failure to act in respect to the Goods and Services. Additionally, the Seller disclaims any liability for incidental, consequential, or special damages to the Buyer, including but not limited to loss of use, down time, delay of shipment, damage during shipment, inclement weather, or inconvenience for any cause.

5) **LIMITATION OF LIABILITY** The Sellers aggregate liability under all circumstances shall be limited to the total monetary amount Contracted for Goods and Services.

6) **JURISDICTION AND VENUE.** In the event a dispute between the Buyer and the Seller arises from or is related to this Agreement, the parties hereby agree such dispute shall be governed by the laws of Alabama. The parties further agree such dispute shall be resolved exclusively by binding arbitration in accordance with the rules of the [American Arbitration Association (AAA) and governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.). Arbitration shall take place in Mobile, Alabama, before a single arbitrator mutually selected by the parties. The arbitrator may award reasonable attorney's fees and arbitration costs to the prevailing party in accordance with applicable law.

7) **WAIVER OF TRIAL BY JURY** The Buyer agrees to waive any and all rights to a trial by jury in any action arising out of or related to this Agreement.

8) **INTEREST.** The debt arising from this Agreement is legally due upon receipt of invoice from the Seller, and payable to JET THRUSTER NORTH AMERICA, LLC. in Mobile, Alabama. Any unpaid sums due pursuant to this Agreement shall accrue interest at the maximum percentage allowed by law.

9) **ANCILLARY WORK PERFORMED** Any work or services performed by the Seller on behalf of the Buyer not otherwise specified by contract, shall be billed on a time and materials basis, and time shall be billed from portal to portal.

10) **PRICES AND QUOTES** All offers, including quotes and pricing, shall be without obligation in every respect, unless explicitly stated otherwise. We shall only be bound, having due regard for stipulations present in this Terms and Conditions, when we have confirmed an order in writing, and have received full payment for product and/or services.

11) **TRANSPORT** From the moment product is shipped by the Seller, all goods and materials shall be transported at the risk of the Buyer. The Buyer is responsible for verifying the condition of goods upon arrival. The Seller shall not be liable for any damage caused to the goods or material in connection with transport.

12) **THIRD PARTY INSTALLERS AND DEALERS** The Seller shall not be liable for damage caused to property, goods, or material, as a result of actions by third party installers, authorized dealers, or any other person or entity not employed by the Seller, regardless of obligations, whether implied or stated in the Contract. Recommendations or arrangements made on the Buyer's behalf for use of services by such parties, including but not limited to scheduling, shipping, planning, engineering, services, or negotiations, shall be made at the risk of the Buyer. The Buyer is responsible for all actions by any such parties.

13) **SEVERABILITY** If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remainder of the Terms and Conditions shall continue to be enforceable to the fullest extent permitted by law.