



MARINSA INTERNATIONAL

Terms and Conditions

with each Sale: Equipment ~ Parts ~ Service

Marinsa International values each customer and their special requirements.

Your decision to select Marinsa makes an excellent long term business decision.

Marinsa prides itself in meeting the customer's needs for power and service,
focusing on maximum uptime.

When you work, Marinsa is working for you!

Marinsa International Inc.
Headquarters
12250 SW 133 Court, Miami, Florida USA 33186

Telephone: 1 305-252-0118
Fax: 1 305-252-2202
miami@marinsa.com

Confidential Information



Marinsa Terms and Conditions:

By purchasing any Goods (which, for purposes of these Terms and Conditions shall mean any and all engines and/or parts sold by Seller) or Services (which, for purposes of these Terms and Conditions, shall mean any and all services provided by Seller for the maintenance, overhaul or commissioning of engines), from Marinsa International (Seller), the Customer (Buyer) acknowledges acceptance of the following Terms and Conditions of Sale (Terms). These Terms, together with the information on the Order or Orders (as hereinafter defined) accepted by Seller, are hereinafter referred to as 'Contract' and shall constitute the entire agreement between the Seller and the Buyer and supersede any previous agreement or understanding (oral or written) between the parties with respect to the Goods. Any Terms and Conditions of the Contract which are inconsistent with these Terms are rejected and will not be binding on Seller nor considered applicable to the Sale, Service or Shipment of Goods. The Buyer acknowledges and agrees that the purchase of Goods here under shall not entitle the Buyer to any future purchase of Goods from Seller.

Contract:

Contract means any agreement for the purchase and sale of Goods and/or Services between the Buyer and Seller, including, but not limited to, an acknowledgement or confirmation of an Order.

- a. By entering an Order with Seller, Buyer agrees that the Goods and/or Services purchased are of the size, design, capacity and selected by Buyer, and Buyer has relied solely on its own judgement in making these selections.
- b. All Orders for Goods and/or Services placed by Buyer ("Order") constitute an offer and are subject to acceptance by Seller. No Order shall be binding upon Seller until Seller accepts the Order in writing, at which point the parties will be deemed to be under Contract.
- c. The Seller may refuse to accept an Order for any cause and shall not be liable for claims of any nature because of failure to accept an Order.
- d. The Seller will accept an Order by entering into a Contract which may be, but not limited to, a written acknowledgement or confirmation of Buyer's Order, which directly through this attachment or by operation of law incorporates these Terms and Conditions.

Contract Price:

- a. The price for the Goods and/or Services being purchased by Buyer as set forth in the Order (hereinafter the "Contract Price") does not include any taxes, transaction fees, duties or other official charges. Unless expressly indicated in writing in the Contract, the Contract Price does not include any value added tax or any taxes raised on the Goods or Services, custom and import duties or any use, privilege, exercise or other charges/taxes imposed on or measured by the gross receipts from the sale of Goods.
- b. Buyer shall promptly pay any such charges directly to the governmental authority assessing them or reimburse Seller on demand any such charges.

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- c. The Contract Price does not include transportation charges or special requirements for packing or storage for Goods, unless clearly written in the Contract.
- d. The Seller may make equitable adjustments to the Contract Price in response to Force Majeure events (as defined below), delays to the provisional time of delivery, and fluctuations in currency exchange rates or material and component prices.
- e. All prices are in USD.
- f. Labor rates are subject to change without notice and apply from the time of dispatch of service personnel until the earlier of their return or dispatch to another job.

Payment Terms:

All payments shall be in USD without offsets, back charge, retention or withholding of any kind.

- a. **Payment terms and time for payment shall be as reflected in the Order or as otherwise acknowledged by Seller in writing.**
- b. Any amounts not paid when due will be subject to interest at the rate of 1½% per month, compounded, or the highest non-usurious rate permitted by applicable law, whichever is less.

Access, Permits and Utilities:

In the event Services are to be performed at a site provided by Buyer, Buyer shall provide Seller's employees free and unobstructed access to the site.

- a. Buyer shall ensure safe working conditions, safe storage for Seller's property, and provide all necessary lifting equipment and utilities necessary to perform the Services.
- b. Buyer shall obtain all licenses, registrations, and permits necessary for Seller to perform the Services.
- c. Seller shall provide necessary tools to perform the Contracted Service. Any tools utilized are the property of the Seller and will not remain with the Buyer.

Acceptance:

All Goods shall be finally inspected and accepted within fifteen days (15) after delivery.

- a. Failure of Buyer to provide Seller with an itemized list of defects within such fifteen days or to permit Seller a reasonable opportunity to correct any listed defects shall be deemed acceptance of the Goods.
- b. In the event of multiple shipments or extended Services, each individual shipment shall be separately accepted, and Services shall be periodically inspected and accepted. Buyer waives any right to reject Goods that substantially conform to their specifications and any right to revoke acceptance after such fifteen day (15) period.

Force Majeure:

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Seller shall have no liability for any failure to deliver the Goods to, or perform Services for, Buyer if such failure arises from causes beyond the reasonable control of Seller, including without limitation, government actions, shortages of materials, labor difficulties, fires, floods, acts of God and the effects of civil disobedience.

Delays:

Delivery dates are estimates and may be adjusted to reflect circumstances beyond the control of Seller including without limitation delayed performance of suppliers or carriers.

Contract Changes:

Either Buyer or Seller may, prior to the Delivery or completion of Services and subject to the limitations set out in Clause c (below), request variations in the originally agreed scope of supply.

- a. Buyer or Seller shall make a request for a variation by written notice to the other Party with an exact description of the variation requested.
- b. The Seller shall, without undue delay, after receipt of a request for a variation or after having himself proposed a variation, inform the Buyer in writing whether and how the variation can be carried out stating the effects of the variation on the Contract Price, the estimated time for Delivery or completion of the Services and other terms of the Contract. The Seller shall also give such notice when variations are required by reason of changes in laws and regulations.
- c. The Seller is not obliged to carry out variations before both the Buyer and Seller have agreed on how the variation will affect the Contract Price, the time for Delivery or completion of the Services and other terms of the Contract, including issuance a of payment security for the increased price. For the avoidance of doubt, if the Seller for any reason carries out the requested variation before it is agreed and its effects, such performance is deemed to have been made in good faith and shall constitute neither a waiver of any of Seller's rights nor Seller's acceptance of Buyer's requests.
- d. Seller reserves the right to change the details of any Goods provided that such change shall not impair the performance or critical dimensions of such Goods.

Additional Costs:

In addition to the Contract Price, Buyer shall reimburse Seller for any costs Seller incurs as a result of:

- (a) changes in the Goods or delays in delivery requested by Buyer;
- (b) delays in delivery arising from Buyer's failure to provide information, drawings or materials; or
- (c) changes in the laws, codes, rules or regulations applicable to the Goods after the date of this Agreement.
- (d) delays in service arising from the buyer failing to provide a work environment ready for Marinsa service team to start or finish work within the agreed upon time

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Indemnity (Including for Negligence):

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUYER HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTION, LIABILITIES, DEMANDS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES AND OTHER LEGAL EXPENSES) OF WHATSOEVER KIND AND NATURE, INCLUDING WITHOUT LIMITATION THOSE ARISING FROM INJURY TO, OR ILLNESS OR DEATH OF ANY PERSON AND FOR ALL DAMAGE TO, LOSS OR DESTRUCTION OF PROPERTY, (COLLECTIVELY, "LOSSES"), RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE DELIVERY, INSTALLATION, USE, OPERATION OR CONSUMPTION OF GOODS, ANY BREACH OF WARRANTY OR THE FAILURE OF EITHER PARTY TO FULLY PERFORM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY SUCH LOSSES ARISING IN OR FROM CONTRACT, TORT, STRICT LIABILITY, OR GOOD LIABILITY OR CAUSED OR OCCASIONED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER, WHETHER SOLE, JOINT OR CONCURRENT. This Indemnity Provision is a material part of this Agreement, supported by and in consideration of a reduction in the Contract Price. In this Indemnity Provision, "Seller" means Seller, its parent, subsidiaries, affiliates, directors, officers, agents, representatives, employees, subcontractors, invitees and licensees.

Default:

On any material breach of this Contract by Buyer, including without limitation any failure of Buyer to make payments when due, each such being an event of default, Seller will be entitled to terminate this Contract, to all remedies provided by law or equity, including without limitation its direct damages measured by lost profits as a volume seller. Any non-refundable down payment required by this Contract is less than the amount of Seller's damages in the event Buyer breaches its obligation to take delivery of Goods when tendered or to pay in full any amounts due.

LIMITATION OF LIABILITY:

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL, RESERVOIR, POLLUTION, SPECIAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, REVENUES, PROFITS OR OTHER OPPORTUNITIES, ARISING FROM THE PURCHASE OR SALE OF GOODS, THE USE, OPERATION OR CONSUMPTION OF GOODS, ANY BREACH OF WARRANTY OR THE FAILURE OF EITHER PARTY TO FULLY PERFORM THIS AGREEMENT, EVEN IF A PARTY WAS AWARE OF THE POSSIBILITY OF THE OTHER PARTY SUSTAINING SUCH DAMAGES, AND EVEN IF THE REMEDY PROVIDED HEREIN FOR A BREACH FAILS OF ITS ESSENTIAL PURPOSE OR A BREACH IS TOTAL AND FUNDAMENTAL, AND EACH PARTY WAIVES THE APPLICATION OF ANY DECEPTIVE TRADE PRACTICES OR CONSUMER PROTECTION LAW. SELLER'S MAXIMUM LIABILITY FOR ANY CLAIM BY BUYER SHALL NOT EXCEED THE PURCHASE PRICE OF THE GOODS ON WHICH THE CLAIM IS BASED.

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Assignment:

Neither Party may assign any of its rights or delegate any of its duties under this Agreement, voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law or any other manner without the express written consent of the other, which shall not be unreasonably withheld but without which any attempted or purported assignment or delegation is void. This Agreement binds and benefits both Parties and their respective permitted successors and assigns but does not confer any rights or remedies on any other person.

Waiver:

The waiver by Seller of any breach of the provisions of this Contract shall not be deemed to be a waiver of any subsequent breach of a like or different nature. The failure by Seller to enforce any provision of this Agreement shall not be deemed a waiver of that provision.

Dispute Resolution:

TO THE EXTENT PERMITTED BY LAW, THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY ACTION, LEGAL PROCEEDING OR COUNTERCLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

Interpretation and Venue:

The Parties waive the application of the Convention on Contracts for the International Sales of Goods to this Agreement. The laws of the State of Florida (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement, including without limitation, its validity, interpretation, construction, performance and enforcement. Venue for any action arising out of or relating to this Agreement shall be in MIAMI, FL and the Parties waive any claim of an inconvenient forum. Section headings are provided for convenience only.

Survival:

The warranty, indemnity, limitation of liability, dispute resolution and interpretation and venue provisions herein survive the termination of this Agreement.

Attorney's Fees:

If either Party defaults in the performance of any of the terms, provisions, covenants and conditions of this Contract and by reason thereof the other party employs the services of an attorney to enforce performance of the covenants, or to perform any service based upon defaults, then in any of said events the prevailing party shall be entitled to reasonable attorney's fees and all expenses and costs incurred, including expert costs, by the prevailing party pertaining thereto (including costs and fees relating to any appeal) and in enforcement of any remedy.

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