GenServe Terms & Conditions

1 GENERAL - Any purchase order submitted in response to this proposal shall become a binding agreement between the parties only after a duly authorized officer of GenServe LLC, formally accepts said purchase order, in all respects, in writing. Any modification of an accepted purchase order must be mutually agreed upon in writing. GENSERVE LLC. reserves the right to adjust prices for modifications, alterations or changes authorized or ordered by the Customer. Any purchase order submitted by Customer shall be subject to all terms and conditions as provided herein except as the parties may otherwise agree in writing. GENSERVE LLC. Shall not be responsible for any Work (as defined in GENSERVE LLC Proposals herein) or services claimed to be rendered on its behalf, unless said services were performed by GENSERVE LLC employee or agents, or were authorized in writing by GENSERVE LLC to be performed by a third party.

2 TERM OF AGREEMENT - An agreement, when resulting from this proposal, shall remain in force for the time stipulated in the acceptance portion of contract, or as required by type of work performed. GENSERVE LLC reserves the right to review or reject the proposal if not accepted by customer within 45 days of date of the proposal. Customer may terminate any agreement resulting from this Proposal with thirty (30) days advance written notice. Customer is liable for any Work performed prior to termination.

3 PAYMENT TERMS - Payment terms are net cash or credit that is extended to certain pre-approved accounts. Approved account payment terms are on a net thirty (30) day basis beginning at the date of invoice, and payment must be made in full and without set-off or deduction. Interest will be charged at the rate of one-and-one-half percent (1.5%) per month to balances due over thirty (30) days and will be added to unpaid balances until payment is received by GENSERVE LLC. If payment is not received by due date, GENSERVE LLC reserves the right to terminate or suspend this agreement.

4 TAXES - Sales and use taxes or any other federal, state, or local taxes that GENSERVE LLC may be required to collect or pay in connection with this agreement or any purchase order, where applicable, will be billed in addition to the prices set forth herein. It is Customer's responsibility to provide GENSERVE LLC with adequate evidence of any tax exemption or other reason for non-liability for such taxes.

5 WORKMANSHIP – GENSERVE LLC warrants that it shall provide service, including labor, materials, supplies, equipment, transportation and supervision, necessary to perform the Work as stated in this agreement. GENSERVE LLC warrants to Customer that it will provide skilled and competent personnel to perform the Work under this agreement, so that all the Work performed will be performed in a good and workmanlike manner in accordance with industry standards. GENSERVE LLC's sole obligation under such warranties shall be to make such changes and corrections with respect to its Work reported to us within 90 days of the date on which GENSERVE LLC completed such services; provided, however, that such warranties shall be void and of no effect if the equipment that is the subject of any Work performed by GENSERVE, LLC has been used or operated in any manner or in any environment not consistent with the intended purpose, or modified or repaired in any manner that adversely affects the operation or reliability thereof or if any equipment or other material utilized therein is used contrary to manufacturer's instructions or used by persons not authorized or properly trained. Because GENSERVE LLC does not manufacture any parts, equipment or any other material being utilized in the performance of this agreement, it makes no warranty thereupon. THE WARRANTIES AND REMEDIES SET FORTH IN THIS PARAGRAPH CONSTITUTE THE ONLY WARRANTIES WITH RESPECT TO ANY SERVICES OR WORK PERFORMED BY GENSERVE AND THE EXCLUSIVE REMEDIES IF SUCH WARRANTIES ARE BREACHED; AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF GENSERVE HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

6 PROPER MAINTENANCE – GENSERVE LLC shall use its best effort to perform in a satisfactory manner under this agreement; provided, that GENSERVE makes no warranty as to the availability of replacement parts, equipment drawings and specifications, and equipment design and condition that would ensure the proper repair of customer's equipment.

7 PROPER OPERATION – GENSERVE LLC does not guarantee the detection nor the replacement of worn out or defective parts nor the proper operation of the equipment during a power failure. The customer/buyer hereby releases and agrees to indemnify GENSERVE, LLC, its officers, agents and representatives from all claims and causes of action that may arise, directly or indirectly, out of the failure of the equipment or any part thereof, serviced by GENSERVE LLC hereunder, except for damages resulting from the gross negligence or willful misconduct of GENSERVE LLC with respect to this agreement.

 8 ADDITIONAL SERVICES – GENSERVE, LLC will provide additional services or emergency service to Customer outside of regular business hours in accordance with its then current Service Rate Schedule.

9 AVAILABILITY OF SERVICES - Services shall normally be available and rendered during regular business hours as set forth in GENSERVE LLC's Service Rate Sheet. GENSERVE LLC will exercise reasonable efforts to perform the Work under this agreement, but it will not be responsible for delay of failure in performing such services caused by acts of God, fire, explosion, governmental regulations or orders, labor difficulties, strikes, shutdowns, failure of transportation, employee illness, failure or delay of suppliers, inability to obtain supplies or materials at a reasonable price, accidents, riots, war or other causes beyond its reasonable control. Customer shall accept as full and complete performance hereof such portion of the Work as GENSERVE LLC determines it is able, under the circumstances, to perform in accordance with herewith.

10 SAFETY – GENSERVE LLC shall take all precautions that it deems reasonably necessary in its sole judgment for the safety of its employees or agents, and shall provide all reasonable protection necessary in its sole judgment to prevent damage, injury or loss by its employees or agents. During service or work GENSERVE LLC reserves the right to request the presence of an employee of Customer when GENSERVE LLC deems the Work to be hazardous.

11 LIMITATION OF LIABILITY - GENSERVE LLC's liability under this agreement and any Work or services provided, for any cause whatsoever, regardless of the form of action (whether in contract, in tort, including negligence, or otherwise), except for gross negligence or willful misconduct of GENSERVE, LLC or its employees or agents, will be limited to general money damages (and no other relief) in an amount not to exceed the aggregate fees paid by Customer for applicable Work or service to which such liability relates. UNDER NO CIRCUMSTANCES WILL GENSERVE LLC BE LIABLE FOR ANY LOSS OF PROFITS, ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY OTHER PARTY, OR SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES WHATSOEVER.

12 PARTIES BOUND: NON-ASSIGNMENT - This agreement shall be binding on and inure to the benefit of contracting parties and their respective heirs, executors, administrators, legal representatives, successors and assigns. Neither party shall, voluntarily, by operation of law, or otherwise, assign any of its rights or delegate any of its obligations under this agreement, without the express prior written consent of the other party, which shall not be unreasonably withheld. Any attempted assignment that does not comply with these provisions shall be void and of no effect.

13 OTHER AGREEMENTS - This agreement constitutes the entire agreement between the parties and there are no other terms not contained herein. No variation hereof shall be deemed valid unless in writing and signed by the parties. If any provision of this agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions shall not be affected and shall be enforceable without regard thereto. It is hereby acknowledged that all services performed by GENSERVE LLC For Customer are subject to this agreement.

14 GOVERNING LAW - This agreement and any amendments to this agreement shall be governed by and construed in accordance with the laws of the State where work is being performed.

15 NO WAIVERS - Except as expressly proved in the Agreement, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by either party shall preclude any other or further exercise of the same or any other right, power or remedy.

16 NOTICES - All notices, consents, or other communications required or permitted to be given under this agreement, other than payments or other communications related to the ordinary course of business between the parties, shall be in writing and shall be deemed to be duly given in and when (a) delivered personally, (b) transmitted by pre-paid telegram or telex, (c) mailed by first class certified mail, return receipt requested, postage pre-paid, or (d) sent by a nationally recognized express courier service, postage delivery charges pre-paid, to the parties at the respective addresses set forth in this agreement. Each of the parties irrevocably consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which such party is to receive notice.

17 ACCEPTANCE – GENSERVE LLC will perform the Work as listed in this agreement and as indicated on Customer's equipment covered under this agreement. Inspections will be made during normal business working hours. Equipment manufacturer and rating which are covered under this agreement are as listed. Prices for the Work are as indicated herein and on the service rate schedule.

18 PROPRIETARY - The technical and pricing information in this proposal and agreement is confidential and proprietary of GENSERVE LLC, and is not to be disclosed or made available to third parties without the written consent of GENSERVE LLC.

19 ADDITIONAL WORK - Unscheduled repairs or services shall include work of a non-emergency nature that is beyond the scope of this proposal. The unscheduled repairs or service will be coordinated to be performed during normal working hours if conditions permit. We reserve the right to request an additional Purchase Order in writing upon customer approval to proceed with work. Any work of an emergency nature will be brought to the attention of the customer representative by means of verbal or written communication. We will perform repairs only upon authorization by customer to proceed with repairs.

20 SERVICE RATE SCHEDULES - Our normal working hours are between 7:00am and 3:30pm Monday through Friday, during which our standard hourly service rate for each service person will be charged. During hours before 7:00am and after 3:30pm Monday through Friday, or on Saturday, we will charge 1.5 times our standard service rate (time and one-half) for the first 8 hours. After 8 hours or on a Saturday, Sunday or holiday, the customer will be charged double-time rate. In addition, we will charge travel on a portal-to-portal basis from our shop. Any emergency services requested will be subject to a minimum charge of four (4) hours at the applicable rate. Rates are subject to change without notice. RATES: Scheduled Rates Engine/Generators: Standard published branch rates apply, unless otherwise noted in your contract. RATES: – RATES ARE SUBJECT TO CHANGE

21 Payment can be made via check, ACH or credit card. Please note that all credit card payments are subject to a 2.5% surcharge to cover the cost of the processing fees. Maintenance contracts are subject to an additional surcharge should the cost of materials and fluids increase by more than 3% from the time the maintenance contract was issued. See Preventative Maintenance Checklist for complete listing of services rendered. Additional repairs that are discovered while performing the A or B service will be brought to the Customer's attention. GenServe will make such repairs only at the Customer's request. All such repairs will be invoiced separately at standard rates and prices for parts and labor. Customer shall give GenServe access to the equipment for the purpose of performing maintenance service. GenServe shall provide the Customer a complete written report of all work performed as well as conditions found. Copies of all lubricating oil, coolant and fuel oil analysis shall also be provided as requested. GenServe is available to provide Customer with twenty-four (24) hour emergency service. Emergency phone numbers will be made available. These services are NOT included in this Maintenance Agreement and will be billed at our current labor rates.