

ALBAN TRACTOR CO. INC. d/b/a ALBAN CAT POWER SYSTEMS STANDARD TERMS AND CONDITIONS OF SERVICE AGREEMENT

Unless otherwise specified in the Service Agreement (the "Agreement"), all Services provided by Alban Tractor Co. Inc. d/b/a Alban CAT Power Systems ("Alban") for the Customer/Owner/Owner's Agent ("Customer") are made on the following terms and conditions:

Alban will render maintenance, testing and/or inspections during Customer's regular business hours (7:00 a.m. – 3:30 p.m. Monday through Friday) unless otherwise stated in the Agreement. Parts and labor provided outside the scope of work in Agreement will be invoiced at the prevailing labor rate, with a 4-hour minimum labor charge for all work emergency service requests performed outside of regular business hours.

PRICES: - Pricing is f.o.b. Customer's service location. Prices are exclusive of all national, federal, state, municipal, local or any other governmental excise, sales, use, occupational or like taxes or duties now in force or enacted in the future. Any such tax, fee, or charge of any nature whatsoever imposed by any governmental authority on, or measured by, the transaction between Alban and the Customer shall be paid by the Customer in addition to the prices quoted or invoiced. In the event Alban is required to pay any such tax, fee or charge, at time of sale or at any time thereafter, the Customer shall reimburse Alban therefore. Prices do not include taxes, freight or environmental charges for deliverables inside or outside the scope of the Agreement.

PAYMENT TERMS: Invoices will be issued upon delivery of goods and/or services. Payment terms will be Net Thirty (30) Days from invoice date for Alban account holders and Net One (1) Day for non-account holders unless otherwise expressly agreed to in writing by Alban. Alban reserves the right to add to any account outstanding for more than thirty (30) days a service charge of two percent (2%) of the principle amount due at the end of each month or the maximum allowable legal interest rate, if a lesser amount. Customer may not withhold any amount from Alban as retention for failure of Customer to receive payment from other parties.

ENTRY TO PERFORM WORK: If Alban is required to enter Customer's premises in connection with activities related to this Agreement, Alban's rights of entry shall be subject to applicable governmental security laws and Customer's security regulations and procedures. If such requirements would prevent a technician from reaching the location where services are to be performed within the time set forth in the Agreement, the required response time set forth in the Agreement will be extended by the additional time taken by the technician to reach the service site due to the security regulations and procedures and Customer will be billed for such time. Once Alban is on site for a scheduled activity, additional labor charges may accrue if work is cancelled and/or postponed due to end-user's operational requirements or due to failure of auxiliary components/systems which are not part of the equipment covered by this Agreement.

FORCE MAJEURE: Alban shall not be liable for any delay or failure to perform its obligations hereunder, if such delay or failure is due to any cause beyond the control of Alban, which include but are not limited to acts of God, unavailability or shortages of materials or energy necessary to produce and/or deliver equipment by usual modes of transportation, fire, flood, war, embargo, strikes, labor disputes, explosions, riots, laws, rules, regulations, restrictions or orders of any governmental authority or any cause beyond the reasonable control of Alban or its suppliers.

CANCELLATION: Cancellation of service, or any part thereof, will not be effective unless accepted by Alban in writing. Customer will pay in full for any work which is complete and will pay Alban's charges for all work in process, raw materials and supplies on hand or for materials for which commitments have been made by Alban and additional charges Alban may incur.

WARRANTY: Materials provided herein are warranted by Alban for 12 months from the date of invoice, limited to defects in materials and workmanship from the Alban's supplier. Services provided herein are warranted by Alban for ninety (90) days or 50 running hours, whichever is less, and limited to defects in service workmanship provided by the Alban. Extended Service Coverage (ESC) or other Power Protection Programs offered by Alban are available and will prevail if purchased separately and duly registered with Caterpillar, Inc. Inspection and/or service by Alban do not guarantee that failures will not occur in any given time frame or between Alban's visits. Customer reserves the right to accept/reject any recommendation made by Alban regarding service, maintenance or repair of engines and equipment.

LIMITATION OF LIABILITY: Alban's liability is limited to the value of the work, repair, or material actually used in the Agreement during the effective dates of the Agreement. Alban shall not be liable for any losses, damages, injuries, claims, demands and expenses including, but not limited to, consequential or incidental damage caused by war, Acts of God, acts of terrorism, governmental regulations, strike, loss damage, destruction, obsolescence, claims by third parties, or loss by Customer as a result of the failure of the equipment to perform or any loss or claim not herein specified, but of a contingency nature.

INDEMNIFICATION: Customer shall defend, indemnify and hold harmless Alban, its employees, directors, affiliates, customers, agents, vendors, successors, and assigns against any and all damages, claims or liabilities, expenses (including attorney's fees) or injuries, including death, arising out of or resulting in any way from any negligent act or omission of Customer, its agents, employees, or subcontractors. The foregoing indemnity shall not apply to any damages or liabilities to the extent caused by the willful misconduct or gross negligence of Alban.

WAIVER OF JURY TRIAL: BUYER HEREBY WAIVES ANY RIGHT BUYER MAY HAVE TO A TRIAL BY JURY IN ANY CAUSE OF ACTION THAT MAY ARISE OUT OF THIS AGREEMENT.

MODIFICATION: The foregoing terms and conditions may not be altered, modified, waived, abandoned, or terminated in any manner whatsoever by the Customer, unless said changes and/or modifications are expressly agreed to in writing by the Alban. Lack of enforcement on the part of the Alban of any provision contained herein does not negate the obligation.

APPLICABLE LAW: This AGREEMENT and any subsequent Purchase Orders issued hereunder shall be governed by and construed in accordance with the laws of the State of Maryland. Additionally, if any legal action or inquiry is taken against Alban, such action must be filed with a Court of competent jurisdiction in the State of Maryland and no other state or province.

CONCLUSION: All orders accepted by Alban are with the express condition that the Customer agrees with these Terms and Conditions of Service, which supersede any other terms offered by Customer, which include but are not limited to, any conflicting terms or clause that purports to establish precedence of Customer terms or states a conflicts clause or like term. No other communications shall not be deemed a waiver of the Terms and Conditions of Service unless signed by both Parties. No representations or guarantees other than those contained herein shall be binding upon Alban unless made in writing and signed by an Officer of Alban.

AFFIRMATIVE ACTION NOTICE: Customer is notified that they may be subject to the provisions of: 41 C.F.R. §60-300.5(a); 41 CFR §60-741.5(a); 41 C.F.R. §60-1.4(a) and (c); 41 C.F.R. §60.17(a); 48 C.F.R. §52.222-54(e); and 29 C.F.R. Part 471, Appendix A to Subpart A, with respect to affirmative action program and posting requirements.

Customer shall abide by the requirements of 41 C.F.R. §60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

Customer shall abide by the requirements of 41 C.F.R. §60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

Customer agrees to abide by and comply with all federal, state and local nondiscrimination laws, rules and regulations including but not limited to the Fair Housing Act, Americans with Disabilities Act, all federal, state and local laws and any other laws, codes or regulations incorporated into the Owner-Contractor agreement as they may apply to the Work.