



TERMS AND CONDITIONS

- 1.** These terms and conditions ("Terms and Conditions") govern the Services which Air Routing Fuel (dba Airfuel) and the Client contemplate that Air Routing Fuel will perform for the Client. Air Routing Fuel is a service.
- 2.** In order to provide the Services, Air Routing Fuel may use from time to time information, data or technology provided or licensed to Air Routing Fuel by third parties. Such third parties shall be third party beneficiaries of all rights of Air Routing Fuel and of all duties owed by the Client to Air Routing Fuel under this Agreement.
- 3.** Under no circumstances are third parties performing Services, arranged by Air Routing Fuel for the Client, servants, partners, joint venturers or agents authorized to act for, or bind, Air Routing Fuel. Air Routing Fuel makes no representations or warranties, express or implied, whatsoever as to the competence of standards of Services available from third parties arranged by Air Routing Fuel at the request of the Client. Air Routing Fuel does agree to follow its standard procedures in the selection of Services, agents and third parties which Air Routing Fuel deems, in its sole and absolute discretion, most advisable for the provision of Services. Air Routing Fuel will not deviate from its standard procedures in the selection of Services, agents and third parties unless the Client requests such a deviation and the deviation is agreed upon by Air Routing Fuel in advance of the undertakings of Air Routing Fuel.
- 4.** Air Routing Fuel shall not be responsible for any failure to fulfill any Service undertaken by Air Routing Fuel at the request of the Client if fulfillment has been delayed, hindered, interfered with or prevented by any circumstances whatsoever which are not within the reasonable control of Air Routing Fuel or by compliance with any order or request of national, port, transportation, local or other authority or of any body or person purporting to act for such authority. Air Routing Fuel shall not be liable for any delays, stoppages, changes, or other nonperformance that are due to matters beyond the reasonable direct control of Air Routing Fuel. Air Routing Fuel shall not be responsible for the failure of third parties to render Services to the Client. Air Routing Fuel shall have no liability for loss or damages, including but not limited to loss or damages which may arise from error, delays or interruptions in providing the Services. The Client shall have sole responsibility for determining the usability of any information, data or Services provided hereunder.
- 5.** Air Routing Fuel, its shareholders, directors, officers, employees and agents shall not be liable to any Client for any errors in judgment or any acts or omissions that do not constitute gross negligence or willful or wanton misconduct.
- 6.** Air Routing Fuel may perform the Services requested by the Client either directly or by or through its agents. Air Routing Fuel shall not be responsible for any misconduct or negligence on the part of any agent appointed by Air Routing Fuel.
- 7.** Client agrees that Air Routing Fuel does not have control over the submission of invoices by third party service providers. Consequently all Services incurred by Client are the sole responsibility of the Client irrespective of the time elapsed between delivery of those Services and request for payment by third party provider of said services.
- 8.** AIR ROUTING FUEL DOES NOT MAKE, AND THE CLIENT EXPRESSLY WAIVES, ANY AND ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO SERVICES. AIR ROUTING FUEL EXPRESSLY DISCLAIMS ALL WARRANTIES INCLUDING, WITHOUT LIMITATION THOSE OF ACCURACY, CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9.** Air Routing Fuel shall not be liable, in any event, for any damages, including incidental or consequential damages, arising out of the provision, or attempt to provide, Services. Air Routing Fuel shall not, in any event, be liable to the Client or any third party for any reason in an amount in excess of the amounts paid pursuant to the invoice, in an amount not exceeding fifty dollars (\$50.00) for each invoiced transaction. This limitation of liability shall not apply to damages to property or person caused by the gross negligence or willful or wanton misconduct of Air Routing Fuel.
- 10.** All fuel sales are made by Suppliers directly to Client. Title to fuel passes directly from the Supplier to the Client. All deliveries of aviation fuel products are made by Suppliers to Client. Air Routing Fuel has absolutely no responsibility or liability with respect to any fuel transaction. The Supplier shall provide the Client at the time of delivery with a copy of a signed delivery receipt specifying the grade and quantity of the aviation fuel delivered. Title to and risk in aviation fuel products shall pass to the Client when the products pass the mating coupling or tank inlet of the receiving aircraft. The operation of aircraft switches, valves and fuel quantity indicators is the responsibility of the Client. If the Client requests that a Supplier operate these controls, then the indemnity below shall apply. The Client is liable for and shall indemnify Air Routing Fuel and its respective employees and agents from and against all actions, causes of action, claims, demands, losses, costs, damages, liabilities and expenses which they or any of them suffer or incur resulting from personal injury, including fatal injury or disease to, or loss of or damage to the property of any person whatsoever (including the parties hereto) arising out of or in connection with the refueling operations described above. The Client shall further indemnify the Supplier and its respective employees and agents from and against all actions, causes of action, claims, demands, losses, costs, damages,

liabilities and expenses which they or any of them suffer or incur resulting from personal injury, including fatal injury or disease to, or loss of or damage to the property of any person whatsoever (including the parties hereto) arising out of or in connection with the refueling operations described above, unless caused by the gross negligence of the Supplier.

11. The sole liability of Air Routing Fuel and the exclusive remedy of the Client, for any injury or damages to the Client arising out of any Services requested of Air Routing Fuel by the Client, or requested by the Client to be arranged by Air Routing Fuel, shall be the remedy specified in these Terms and Conditions.

12. The Client releases Air Routing Fuel from liability and covenants not to sue Air Routing Fuel and will, at its own expense, defend any action and hold Air Routing Fuel harmless from and against all claims, liabilities, losses expenses, fees, and damages arising from actions, or inactions, of the Client involving Services and from any loss of, or damages to property, or injury to any person arising out of the performance of Services unless solely caused by the gross negligence or willful misconduct of Air Routing Fuel, its offices, servants or employees.

13. Client represents and warrants that Client carries aircraft liability insurance covering bodily injury to passengers. To the extent of the Client's agreement to indemnify and hold harmless Air Routing Fuel hereunder, the Client agrees that all liabilities arising out of the Services shall be insured by Client.

14. The Services and materials provided hereunder by Air Routing Fuel are the sole and exclusive use of the Client. Client may not in any manner transfer, resell or disclose any material, in any form whatsoever, prepared or provided by Air Routing Fuel, nor allow any third party to access or to use any such materials of Services.

15. No proceeding or suit may be brought against Air Routing Fuel upon any claim of the Client for Services unless written notice of the claim has been delivered to Air Routing Fuel within ninety (90) days of the date of the occurrence giving rise to the claim. No action may be instituted against Air Routing Fuel within a period of six (6) months in length after presentation of the claim or after a period ending two (2) years after the date of the presentation of the claim.

16. Client shall not directly or indirectly export or release any information, data, materials or technology provided hereunder to any third party outside of the United States without first ensuring that such export or release does not violate the United States export control laws and regulation, and without first obtaining from the United States Department of Commerce the requisite authority, if necessary, to effect such export or release.

17. All questions regarding the rights and obligations arising under the provision of Services are subject to arbitration, and arbitration shall be governed by the provisions of the Texas General Arbitration Act Article 224 et. seq. of the Revised Civil Statutes of Texas. Air Routing Fuel and the Client may agree upon one arbitrator, but in the event they cannot so agree, there will be three arbitrators, one named by each of the parties within ten (10) days after demand for arbitration is made, and a third will be chosen by the two arbitrators so named. All arbitration hearings conducted pursuant to the terms and conditions, and all judicial proceedings to enforce any of the provisions of the Terms and Conditions, shall take place in Houston, Harris County, Texas.

18. The Terms and Conditions shall be governed by the internal, and not the law of conflicts, of the State of Texas, United States of America.