



GENERAL TERMS AND CONDITIONS

Mariah Fuels, Ltd. ("MFLTD")

Effective February 28, 2008

1. **Application.** The following terms and conditions shall apply to all purchases of jet fuel between Customer and MFLTD.
2. **Pricing.** Pricing and other charges for jet fuel shall be established from time to time by MFLTD. If not agreed upon at the time of request, prices for jet fuel shall be determined by MFLTD in its reasonable discretion.
3. **Taxes.** Customer shall also pay to MFLTD all governmental taxes, excises, duties and/or other charges now or hereafter assessed, imposed or levied relative to Customer's purchase of jet fuel.
4. **Payments.** All payments to MFLTD shall be in the United States in US Dollars.
5. **Invoices.** Unless disputed in writing by Customer within 45 days of the invoice date, all invoices shall be deemed correct and accepted by Customer. All disputes shall be forwarded to MFLTD by hand delivery, electronic mail or fax. No dispute shall relieve Customer of its obligation to timely pay undisputed portions of the invoice.
6. **Force Majeure.** MFLTD shall not be required to perform any obligation to Customer if MFLTD's performance is delayed or precluded by one or more conditions beyond MFLTD's reasonable control. MFLTD shall promptly inform Customer of any such condition. In no event shall such condition excuse Customer's payment for jet fuel that have been provided to Customer.
7. **Delivery, Title, and Risk of Loss.** All sales of jet fuel shall be either "Into Wing" or "Into Storage" transactions. As used hereunder, "Into Wing" means that (a) the jet fuel shall be delivered into the fuel tanks of Customer's aircraft and (b) title to and risk of loss for the jet fuel delivered hereunder shall pass from MFLTD to Customer after the jet fuel has passed through the connecting hoses into the fuel tanks of such aircraft. As used in this Contract, "Into Storage" means that (a) the jet fuel shall be delivered into storage into the appropriate storage tank(s) at or near the designated airport and (b) title to and risk of loss for the jet fuel delivered hereunder shall pass from MFLTD to Customer after the jet fuel has passed through the connecting hoses into the appropriate storage tank(s).
8. **Disclaimer of Warranty/Limitation of Liability.** MFLTD MAKES NO WARRANTY OR REPRESENTATION, OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY JET FUEL SOLD TO CUSTOMER HEREUNDER. MFLTD EXPRESSLY DISCLAIMS AND HEREBY WAIVES ALL WARRANTIES, GUARANTEES, OBLIGATIONS, LIABILITIES, RIGHTS AND REMEDIES WITH RESPECT TO SAID, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO (a) AN IMPLIED WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED WARRANTY ARISING FROM THE COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OR TRADE OR (c) ANY IMPLIED WARRANTY OF FITNESS. UNLESS CAUSED SOLELY BY MFLTD'S GROSS NEGLIGENCE OR INTENTIONAL ACT, MFLTD SHALL HAVE NO LIABILITY TO CUSTOMER RELATIVE TO ANY CLAIM, LOSS OR DAMAGES, OF ANY KIND OR CHARACTER, ATTRIBUTABLE TO THE JET FUEL. IN NO EVENT SHALL MFLTD BE LIABLE TO CUSTOMER FOR EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES OR PROFITS. IT SHALL BE THE RESPONSIBILITY OF CUSTOMER TO MAKE ANY AND ALL INSPECTIONS AND INVESTIGATIONS AS CUSTOMER DEEMS NECESSARY TO ASCERTAIN THE INTEGRITY, FITNESS OR SUITABILITY OF JET FUEL HEREUNDER.
9. **Third Party Providers.** MFLTD has developed and continues to develop a worldwide network of persons and entities to provide jet fuel requested by Customer ("Third Party Providers"). Third Party Providers are independent contractors and MFLTD does not have the right to supervise and does not supervise details of their operations. MFLTD shall not be liable for the acts and omissions of any such Third Party Providers. MFLTD's sole obligation shall be to use ordinary care in the selection of any such Third Party Providers.
10. **Indemnity.** EXCEPTING ONLY CLAIMS ATTRIBUTABLE SOLELY TO MFLTD'S GROSS NEGLIGENCE OR INTENTIONAL ACT, CUSTOMER SHALL INDEMNIFY AND HOLD MFLTD HARMLESS FROM ANY AND ALL CLAIMS OF ANY KIND OR CHARACTER AGAINST MFLTD ATTRIBUTABLE, DIRECTLY OR INDIRECTLY, TO JET FUEL SOLD TO CUSTOMER.



11. **Export Control.** THE WORD "RESTRICTED COUNTRY" SHALL MEAN THE COUNTRIES LISTED IN COUNTRY GROUPS Q, S, W, Y, AND Z IN SECTION 770 SUPPLEMENT NO. 1 OF THE EXPORT ADMINISTRATION REGULATIONS OF THE UNITED STATES (15 D.F.R. PART 770) CUSTOMER EXPRESSLY AGREES NOT TO RE-EXPORT AND SHALL NOT DIRECTLY OR INDIRECTLY RELEASE OR MAKE AVAILABLE ANY JET FUEL SOLD TO CUSTOMER FROM MFLTD TO ANY RESTRICTED COUNTRY OR ENTITY IN A RESTRICTED COUNTRY (OR ANY OTHER COUNTRY AS MAY BE DESIGNATED FROM TIME TO TIME BY THE UNITED STATES DEPARTMENT OF COMMERCE, OR ANY UNITED STATES LAW, RULE, REGULATION OR ORDER, OR ANY TREATY) OR FOR USE IN SERVICING EQUIPMENT OWNED, CONTROLLED OR USED BY SUCH MILITARY OR POLICE ENTITIES.

12. **Reformation.** If any provision hereunder is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired. Moreover, the parties hereby agree that any invalid provision shall be reformed so as to be valid and enforceable so as to achieve as nearly as possible the purpose and intentions of the parties.

13. **Exclusive Benefit.** The jet fuel sold to Customer hereunder is for the sole and exclusive use of Customer. Customer may not transfer any such jet fuel to any third party or allow any third party to access or use such jet fuel.

14. **Governing Law, Jurisdiction and Venue.** The parties hereto agree that (i) this Agreement and any dispute arising hereunder shall be deemed to have been delivered, accepted and construed in accordance with and governed by the laws and decisions of the state of Texas, and the United States of America; (ii) the State of Texas has personal jurisdiction over the parties to this Agreement; and (iii) venue of any lawsuit or legal proceeding shall be in the District Courts of Harris County, Texas, or the United States District Court of the Southern district of Texas, Houston Division.

15. **Amendments.** MFLTD may amend these terms and conditions at any time. Customer shall be provided with a copy of such amended terms and conditions, which shall apply to all subsequent transactions with MFLTD.

Authorized Customer Representative Signature:

Print Name / Title _____

Authorized Signature _____.

Date _____.