

TERMS & CONDITIONS

1. Application / Scope

The following terms and conditions shall apply to all purchases of jet fuel and other related products and services between TOTAL AIR SERVICES, and Customer, including Customer's associates, affiliates, representatives, sub-contractors, directors, officers, employees, agents and volunteers (collectively "Customer"), and shall constitute the general terms and conditions of TOTAL AIR SERVICES. TOTAL AIR SERVICES' products and services ("Services") are being provided to Customer conditioned upon Customer's acceptance, without modification, of all the terms, conditions, and notices set forth herein (collectively, the "Terms and Conditions") and Customer's compliance with any other terms provided to Customer relating to the purchase of Services by Customer from, or through any arrangements made by, TOTAL AIR SERVICES, unless otherwise stated in writing.

2. Customer Representations / Responsibilities

2.1 Customer warrants and represents that: (a) Customer is at least (18) years of age, if an individual, and if a business, Customer is legally authorized to do business in its state/country of operation and is in compliance with all applicable laws, regulations, codes and ordinances in performing such business; (b) possesses the legal and corporate authority to create a binding legal obligation and authority to accept the Terms and Conditions hereunder; (c) all information supplied by Customer to TOTAL AIR SERVICES, through any forum, including TOTAL AIR SERVICES's website, is true, accurate, current and complete; and (d) Customer will safeguard its account information with TOTAL AIR SERVICES and will supervise and be responsible for any use of Customer's account by anyone other than Customer.

2.2 Customer acknowledges that TOTAL AIR SERVICES retains and reserves its right to deny its Services to Customer at any time and for any reason, including without limitation, for any violation of TOTAL AIR SERVICES's Terms and Conditions, any violation of law regardless of whether or not Customer is prosecuted for this violation, and if prosecuted, regardless of the eventual disposition of the case, and any initiation of bankruptcy by Customer.

2.3 Customer shall be solely responsible for the transfer of all jet fuel to Customer's aircraft(s) or any Customer fuel holding facility provided for hereunder, regardless of whether TOTAL AIR SERVICES undertakes any part of such transfer. Further, Customer shall comply with all provisions of local airport regulations relating to the operation of its aircraft(s) or any Customer fuel holding facility, including any other applicable codes, regulations, governmental ordinances, statutes and governmental authority.

2.4 In addition to section 12 below, Customer agrees to indemnify, defend, and save TOTAL AIR SERVICES and its respective members, officers, directors, employees, spouses, legal representatives, agents, successors, parent, affiliates, subsidiaries and assigns harmless



from and against any and all losses, liabilities, claims, damages and costs (including reasonable attorneys' fees and costs) which may arise out of or relating to Customer's actions or omissions in the performance by Customer of the operations, activities, or transfer of jet fuel as described in this subsection, regardless of whether or not any of the foregoing operations, activities, or transfer of jet fuel is performed by TOTAL AIR SERVICES.

3. Fuel

3.1 Any and all quantities of "Fuel" (as defined in section 3.3) purchased by Customer from or through TOTAL AIR SERVICES shall be measured and determined based upon meter readings at the delivery location at the time of delivery. Customer acknowledges and agrees that no adjustment for surrounding or ambient temperatures shall be made to Fuel quantities regardless of circumstances. Adjustments made for surrounding or ambient temperatures, if any, shall be determined by TOTAL AIR SERVICES in its sole and absolute discretion.

GENERAL TERMS AND CONDITIONS

IMPORTANT! READ THIS ENTIRE AGREEMENT CAREFULLY

Effective 08/01/2017

3.2 Subject to applicable laws, regulations, codes, ordinances and approval by applicable authorities, Customer's right to reasonably inspect and test Fuel purchased pursuant to these Terms and Conditions shall be performed at Customer's own expense at the time of Fuel delivery and prior to accepting such Fuel delivery. In the event any Fuel or Fuel delivery does not conform to section 3.3 herein or any applicable invoice or other written agreement between TOTAL AIR SERVICES and Customer, Customer shall have the right, prior to acceptance and by written notice to TOTAL AIR SERVICES, to either reject such Fuel or require its correction. If any Fuel is rejected by Customer or a request to correct has been provided to TOTAL AIR SERVICES, TOTAL AIR SERVICES has the right and opportunity to inspect such alleged non-conforming Fuel and to insure that such Fuel has not been modified, altered, combined with other products, stored, or used in violation of applicable industry standards. After TOTAL AIR SERVICES has received written notice of non-conformity and been provided an opportunity to inspect as set forth above, any Fuel that does not conform to the quality and specifications shall be corrected or removed at TOTAL AIR SERVICES's expense. However, removal of Fuel under any other circumstances shall be at Customer's sole expense. Any and all claims of non-conformity for quality, quantity or otherwise must be made within ten (10) days of delivery.

3.3 TOTAL AIR SERVICES warrants and represents that all aviation fuel (the "Fuel") supplied pursuant to these Terms and Conditions shall meet the specifications as set forth in the relevant purchase order or other written agreement between Customer and TOTAL AIR SERVICES specifying the quality and quantity of Fuel to be delivered.

4. Delivery, Title, and Risk of Loss



All sales of Fuel shall be, as applicable, either “Into Wing” or “Into Storage” transactions. As used hereunder, “Into Wing” transactions means that (a) delivery shall be complete when the Fuel is delivered into the fuel tanks of Customer’s aircraft and (b) title to and risk of loss for the Fuel shall pass from TOTAL AIR SERVICES to Customer after the Fuel has passed through the connecting hoses into the fuel tanks of such aircraft. As used hereunder, “Into Storage” transactions means that (a) the Fuel shall be delivered into the appropriate storage tank(s) of Customer at or near the designated airport or Customer facility and (b) title to and risk of loss for the Fuel delivered hereunder shall pass from TOTAL AIR SERVICES to Customer after the Fuel has passed through the connecting hoses into the appropriate storage tank(s).

5. Pricing

5.1 Pricing and other charges for Fuel shall be established from time to time solely by TOTAL AIR SERVICES in U.S. Dollars and shall not include any taxes, governmental taxes, duties, assessments, fees, or other charges, whether domestic or foreign, including, without limitation, sales tax, use tax, VAT, GST, mineral oil tax, or any other tax, license fees, inspection fees, airport fees, or any other fees related to the buying, selling, loading and unloading of aviation fuel, subject to any applicable laws, regulations, codes and ordinances. Any proposal, purchase order and/or invoice, including any addendums, amendments, or modifications, whether issued directly by TOTAL AIR SERVICES and/or any of its parents, subsidiaries or affiliates, is subject to these Terms and Conditions.

5.2 TOTAL AIR SERVICES reserves the right to increase or decrease prices and quotations, including, without limitation, taxes and fees, at any time, regardless of whether set forth in any proposal, purchase order and/or invoice, without notice due to market variations, exchange rate fluctuations and/or for happening of any event which may cause the price(s) of Fuel to increase.

5.3 If TOTAL AIR SERVICES’s cost of supplying Fuel or other Services to Customer increases as a result of TOTAL AIR SERVICES being unable to obtain supplies of Fuel or Services from its normal sources and recognized routes for such supplies, or otherwise due to circumstances beyond TOTAL AIR SERVICES’s control including being unable to obtain commercially reasonable terms, TOTAL AIR SERVICES shall have the right to give Customer written notice of its intent to increase the price payable at any affected delivery location by adding a surcharge (or an estimate of such surcharge if such amount cannot be reasonably ascertained) regarding such increase and/or change in price terms. The above surcharge shall be effective upon TOTAL AIR SERVICES’s notice of same as provided for herein. Customer shall thereafter have the right to give written notice to TOTAL AIR SERVICES within ten (10) days of TOTAL AIR SERVICES’s notice to withdraw any affected delivery location. Customer’s withdrawal of the affected delivery location shall be effective twenty (20) days after the date of Customer’s notice of withdrawal as provided for herein. Any price change caused by official government action, whether domestic or foreign, shall be effective from the date of the official government action and shall not be subject to any notice as provided for herein.



5.4 TOTAL AIR SERVICES reserves the right to charge a \$50 hookup fee for fuel uplifts less than 500 USG.

5.5 Customer also agrees to pay TOTAL AIR SERVICES an administrative fee equal to 10% of all non-aviation fuel items including but not limited to ancillary services such as ground handling, catering and transportation. Customer further agrees to pay, discharge and/or reimburse TOTAL AIR SERVICES for (i) cash and credit advances and fees; and (ii) all additional third party charges and disbursements incurred for Customer's benefit.

Effective 08/01/2017

6. Taxes

6.1 In addition to the price of Fuel, Customer shall also pay to TOTAL AIR SERVICES all taxes and fees (governmental taxes, duties, assessments, fees, and other charges, whether domestic or foreign, including, without limitation, sales tax, use tax, VAT, GST, mineral oil tax, or any other tax, license fees, inspection fees, airport fees, or any other fees related to the buying, selling, loading and unloading of aviation fuel), now or hereafter assessed, imposed or levied relative to Customer's purchase of Fuel. Any reference of tax estimate or fee estimate included in any proposal, purchase order and/or invoice is for information purposes only, and its applicability may vary according to the laws of any particular state, country or nation. Omission or failure to add such tax, governmental tax, duty, assessment, fee or other charge to any proposal, purchase order and/or invoice shall not relieve Customer from liability therefrom. In the event any additional tax, governmental tax, duty, assessment, fee or other charge is assessed to TOTAL AIR SERVICES, or deemed applicable by the local authority, TOTAL AIR SERVICES may assess such additional taxes or fees to Customer through supplementary invoices which Customer agrees to pay.

6.2 It is the Customer's responsibility to ensure that all exemption documentation is presented for any tax exempt flight directly to the fueller and that the exemption is recorded properly at the time of the fueling. In the event that TOTAL AIR SERVICES is charged the taxes for any exempt flight, TOTAL AIR SERVICES will pass through to the Customer those taxes as charged. Customer, at its discretion, may seek to reclaim taxes for an exempt flight through the taxing authority that assessed those taxes. TOTAL AIR SERVICES will not be able to submit a request for credit, or reclaim any international taxes that were charged in error.

6.3 Customer agrees to indemnify and hold TOTAL AIR SERVICES harmless from and against any claim, loss, liability, damage or expense (including attorneys' fees and costs) TOTAL AIR SERVICES may incur due to Customer's failure to comply with this section.

7. Invoices

TOTAL AIR SERVICES shall invoice Customer for all sums due and owing for Services furnished to Customer, including Fuel, pursuant to these Terms and Conditions or any other



term and condition provided for by written agreement between the parties. Any invoice between TOTAL AIR SERVICES and Customer is subject to these Terms and Conditions, including any additional terms provided for in the invoice. Any claims or disputes arising out of or relating to such invoice must be delivered to TOTAL AIR SERVICES by hand delivery, registered mail, overnight courier, electronic mail or facsimile within ten (10) days of the invoice date. In the event Customer fails to dispute the invoice within the ten (10) days, the invoice shall be deemed correct and payable by Customer. All prices included in any invoice, including taxes, fees, and assessments or otherwise, shall be denominated in U.S. Dollars, unless otherwise specifically set forth therein.

8. Payments

8.1 All payments to TOTAL AIR SERVICES shall be made in U.S. Dollars, regardless of what denomination is set forth in any invoice, payable to the account of TOTAL AIR SERVICES as set forth and/or indicated on any applicable invoice. Unless otherwise agreed by written agreement between the parties, Customer must make all payments prior to the delivery of any Services, including Fuel, sold pursuant to these Terms and Conditions. The delivery of Services, including Fuel, shall be stayed/tolled until such time as TOTAL AIR SERVICES receives full payment from Customer (in cleared funds), and TOTAL AIR SERVICES shall not be responsible for any damages, including (without limitation) consequential, incidental and/or special damages, to Customer caused by any delay in delivery of any Services due to non-payment. Past due amounts shall accrue interest at 1.5% per month and be subject to a \$100 late fee, but not to exceed the maximum rate allowed by applicable law. Waiver by TOTAL AIR SERVICES of any applicable interest charge or fee on any particular invoice or past due amount shall not be construed as a waiver by TOTAL AIR SERVICES of its right to impose such charge or fee on other or subsequent deliveries, invoices or past due amounts.

8.2 In the event multiple invoices or obligations are outstanding, TOTAL AIR SERVICES reserves the right to apply Customer payments to any outstanding invoice or obligation of Customer in any manner it chooses in its sole discretion. Customer is liable to pay all reasonable attorneys' fees and costs incurred by TOTAL AIR SERVICES in collecting any unpaid invoices, amounts or obligations owed by Customer, regardless of whether suit be brought or not. In addition to the rights set forth in these Terms and Conditions and/or all other remedies and rights available to it under the law, whether it be in law or in equity, TOTAL AIR SERVICES reserves the right to cease any deliveries or provide any Services to Customer if Customer fails to make any payment provided for herein, and may demand payment of all outstanding invoices or monetary obligations. TOTAL AIR SERVICES's right to cease any deliveries of Fuel or provision of Services to Customer applies to any Customer for which credit terms have been extended pursuant to Section 9 below, without limitation, but in particular if Customer's outstanding balances exceed the applicable credit limits and TOTAL AIR SERVICES becomes insecure with regard to Customer's financial condition or creditworthiness.

Effective 08/01/17



8.3 Notwithstanding any dispute including, without limitation, disputes regarding the quality or quantities of Fuel, accuracy of amounts owed or any other matter, Customer must timely pay the full amount due under any invoice regardless of whether Customer disputes the whole or part of any amount due. Any disputes shall be resolved between TOTAL AIR SERVICES and Customer only after such payment has been made. Any refund due by TOTAL AIR SERVICES upon resolution of such dispute shall be paid to Customer.

9. Credit Application / Terms

9.1 Any extension of credit by TOTAL AIR SERVICES to Customer shall be subject to these Terms and Conditions, including any term or condition as set forth in Customer's credit application or other written agreement between the parties. Customer's credit limit shall be determined by TOTAL AIR SERVICES within its sole discretion. TOTAL AIR SERVICES reserves the right to curtail, modify or eliminate any credit availability or credit limit within its sole discretion from time to time upon notice to Customer.

9.2 In furtherance of Section 9.1 above, and in accordance with Article 17 below, Customer grants TOTAL AIR SERVICES and its agents, employees, representatives, parent, subsidiaries, and affiliates the right to obtain and request from any person, source, credit bureaus, financial institutions, credit unions, banks or otherwise any information regarding Customer's and/or any personal guarantor(s)' financial status, credit history, credit score, deposits, balances, income sources, assets, debts, security interests and mortgages.

9.3 TOTAL AIR SERVICES shall endeavor to maintain its information regarding Customer and/or users of this site as accurate as possible. If Customer or any potential customer and user of this site would like to review or change the details you have supplied to TOTAL AIR SERVICES, please contact TOTAL AIR SERVICES.

10. Security Agreements / Liens

10.1 It is the intention and desire of TOTAL AIR SERVICES and Customer that these Terms and Conditions, in particular, the terms and conditions as set forth in this Article 10, shall constitute a security agreement under the Uniform Commercial Code or similar code of a foreign country. Customer, in order to secure payment for amounts due from Customer to TOTAL AIR SERVICES, and in consideration of any Services furnished and any credit terms extended to Customer (including, without limitation, any future advances by TOTAL AIR SERVICES to Customer), hereby grants to TOTAL AIR SERVICES a first priority security interest in all of its accounts receivable, as well as in the Services (including fuel) furnished by TOTAL AIR SERVICES, and the aircraft for which fuel and other Services were furnished ("Collateral") until such time as all amounts due from Customer to TOTAL AIR SERVICES are paid in full. Customer agrees that from time to time, at the expense of Customer, Customer will promptly execute and deliver such further instruments and documents, and take all further action that may be necessary or desirable, or that TOTAL AIR SERVICES may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby and to enable TOTAL AIR SERVICES to



exercise and enforce its rights and remedies hereunder and under the UCC with respect to the Collateral. Moreover, Customer hereby authorizes TOTAL AIR SERVICES to file one or more financing, continuation or similar statements and amendments relative to all or any part of the Collateral without the further signature or written consent of Customer (or the aircraft owner if different from the Customer), in order to perfect TOTAL AIR SERVICES's security interest provided herein and where permitted by law. This security agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until receipt by TOTAL AIR SERVICES of payment in full of all amounts due from Customer to TOTAL AIR SERVICES, (b) be binding upon Customer, its successors and assigns, and (c) inure to the benefit of TOTAL AIR SERVICES and its successors, transferees and assigns.

10.2 In the event Customer fails to make full payment when due, Customer acknowledges and agrees that TOTAL AIR SERVICES (or any affiliated company) may, in addition to all other rights and remedies set forth herein or in law or equity, invoke any and all statutory or equitable lien rights (as well as the lien rights of any participating aviation merchants who furnished lienable Services to Customer) regarding the enforcement of TOTAL AIR SERVICES 's right to payment under this Agreement, and hereby authorizes TOTAL AIR SERVICES to file a claim of lien (or liens) for (a) the unpaid charges, (b) late fees at 18.0% APR from the date of the oldest unpaid services, (c) aircraft title search fees, (d) registration and filing fees, (d) collection costs, and (e) attorney fees, against any aircraft for which (i) Services are or were furnished and (ii) charges incurred and made to Customer's TOTAL AIR SERVICES account. Customer represents and warrants that Customer either owns the aircraft for which Services are purchased, or is lawfully possessed of the aircraft with the owner's express consent to purchase goods and services for the aircraft from, or on credit furnished by, TOTAL AIR SERVICES.

Effective 08/01/2017

10.3 In recognition of the international and mobile nature of aviation and aircraft, and the necessity for legal certainty, predictability and convenience, and to avoid filing liens in multiple jurisdictions, any lien filed by TOTAL AIR SERVICES shall be based, at TOTAL AIR SERVICES's sole discretion, upon the aircraft lien statute of the State of Texas (Texas Property Code § 70.301 et al), or the aircraft lien statute of another state or country in which the aircraft is registered or based, regardless of where (a) the Customer resides or does business, (b) the aircraft owner resides or does business, (c) the aircraft was at the time such services were furnished or charges were incurred, (d) the aircraft is registered, or (e) jurisdiction may otherwise be proper. Any aircraft lien may also be filed at the International Registry, pursuant to the Convention on International Interests in Mobile Equipment. The Customer shall be liable to TOTAL AIR SERVICES for all costs and expenses of lien preparation, filing and registrations, collection costs and litigation including, but not limited to, filing fees, late charges, attorney fees, court and discovery costs and/or other costs incurred by TOTAL AIR SERVICES in securing, protecting, enforcing or defending its rights hereunder.

10.4 If the debt remains unpaid TOTAL AIR SERVICES may thereafter institute an action



against the Customer (and/or the aircraft owner) to enforce the security agreement(s), foreclose the lien(s) and to collect the debt. Customer agrees that venue for enforcement of this Agreement or any lien, or action predicated upon such lien or financing statement, shall be in the county courts of Harris County, Texas, USA, regardless of (a) the amount in controversy, (b) where the Customer is domiciled or does business, or (c) where the services were rendered, and excluding any conflict-of-laws rule or principle that might refer the governance or the construction of these terms to the law of another jurisdiction. Customer's purchase of fuel or other services from TOTAL AIR SERVICES, or use of its TOTAL AIR SERVICES credit account indicates Customer's acceptance of these terms and conditions, and its waiver of all objections to the foregoing choice of law or forum. Service of process by certified mail, return receipt requested, postage prepaid and mailed to Customer at the address on the application shall be sufficient to confer jurisdiction regardless of where Customer is geographically located or does business. TOTAL AIR SERVICES reserves the right to modify or amend these terms from time to time and all charges made after such a change shall be subject to that change.

10.5 CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND SAVE TOTAL AIR SERVICES AND ITS MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, SPOUSES, LEGAL REPRESENTATIVES, AGENTS, SUCCESSORS, PARENT, AFFILIATES, SUBSIDIARIES AND ASSIGNS HARMLESS FROM AND AGAINST ALL LOSSES, LIABILITIES, CLAIMS, DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS) WHICH MAY ARISE AS A RESULT OR IN CONNECTION WITH ANY FUEL OR SERVICES PROVIDED OR ANY LIEN PLACED AGAINST ANY AIRCRAFT FOR WHICH CHARGES WERE INCURRED AND MADE TO CUSTOMER'S TOTAL AIR SERVICES ACCOUNT. IN NO EVENT SHALL TOTAL AIR SERVICES BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES, EVEN IF TOTAL AIR SERVICES HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

10.6 Upon the occurrence of an event of default by the Customer under these Terms and Conditions, TOTAL AIR SERVICES shall be entitled to pursue any and all rights and remedies secured hereby and available under law, in equity or otherwise, including (without limitation), to accept the Collateral in full or partial satisfaction of the obligations of Customer or to retain and/or repossess and sell, without court order, the Collateral at public or private sale in accordance with Article 9 of the Uniform Commercial Code, whereby Customer shall sign and deliver to TOTAL AIR SERVICES documents of title to the Collateral if necessary. Customer shall be responsible to pay all reasonable attorneys' fees and costs of repossession, insurance, storage and sale of the Collateral in the event of default.

11. Force Majeure

TOTAL AIR SERVICES shall not be required to perform any obligation to Customer if TOTAL AIR SERVICES's performance is delayed or precluded by any conditions beyond TOTAL AIR SERVICES's reasonable control; TOTAL AIR SERVICES shall promptly inform Customer of



any such condition. In no event shall such condition excuse Customer's payment for Services, including Fuel that has been provided to Customer.

12. Disclaimer of Warranty / Limitation of Liability

12.1 TOTAL AIR SERVICES MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND OR CHARACTER, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY FUEL AND/OR SERVICES SOLD TO CUSTOMER HEREUNDER. TOTAL AIR SERVICES EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY WAIVES, ALL WARRANTIES, GUARANTEES, OBLIGATIONS, LIABILITIES, RIGHTS AND REMEDIES WITH RESPECT TO SAID FUEL AND SERVICES, WHETHER 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 TOTAL AIR SERVICES'S GROSS NEGLIGENCE OR INTENTIONAL ACT, TOTAL AIR SERVICES SHALL HAVE NO LIABILITY TO CUSTOMER RELATIVE TO ANY CLAIM, LOSS OR DAMAGES, OF ANY KIND OR CHARACTER, ATTRIBUTABLE TO THE FUEL AND/OR SERVICES FURNISHED BY TOTAL AIR SERVICES HEREUNDER. TOTAL AIR SERVICES AND CUSTOMER AGREE THAT TOTAL AIR SERVICES SHALL NOT BE LIABLE DIRECTLY OR INDIRECTLY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES IN ANY WAY ARISING FROM THE SALE, HANDLING, SUPPLY, OR USE OF THE GOODS AND SERVICES SOLD, INCLUDING FUEL, OR FROM ANY OTHER BREACH OF THESE TERMS AND CONDITIONS, ANY PURCHASE ORDER, QUOTATION, PROPOSAL OR ANY OTHER AGREEMENT BETWEEN TOTAL AIR SERVICES AND CUSTOMER. 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 THE GOODS AND SERVICES, INCLUDING FUEL, HEREUNDER.

Effective 08/01/2017

13. Indemnification

13.1 CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND SAVE TOTAL AIR SERVICES AND ITS RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, SPOUSES, LEGAL REPRESENTATIVES, AGENTS, SUCCESSORS, PARENT, SUBSIDIARIES AND ASSIGNS HARMLESS FROM AND AGAINST ALL LOSSES, LIABILITIES, CLAIMS, DAMAGES AND COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS) WHICH MAY ARISE AS A RESULT OF ANY CLAIM BROUGHT BY ANY THIRD PARTY IN CONNECTION WITH ANY FUEL OR SERVICES PROVIDED HEREUNDER. IN NO EVENT SHALL TOTAL AIR SERVICES BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES, EVEN IF TOTAL AIR SERVICES HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.



14. Export Control

Customer acknowledges that no Fuel or Services may be used in violation of U.S. export control and sanctions laws, including but not limited to sanctions programs administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") and the Export Administration Regulations ("EAR"), 15 C.F.R. § § 730-774. Customer expressly agrees not to reexport and shall not directly or indirectly release or make available any Fuel to any Restricted Country or to any entity incorporated in, or otherwise owned or controlled by a Restricted Country, where prohibited by U.S. law. Customer further expressly agrees not to use Fuel in support of travel to any Restricted Country, unless authorized by a general or specific license. A "Restricted Country" shall mean any country, at the time Fuel is supplied, that is subject to comprehensive sanctions administered by OFAC and/or where a license would be required to export Fuel to such country under the EAR.

15. Third Parties

TOTAL AIR SERVICES has developed and continues to develop a worldwide network of persons and entities to provide TOTAL AIR SERVICES's Services, including Fuel, requested by Customer ("Third Party Providers"). Third Party Providers are independent contractors and TOTAL AIR SERVICES does not have the right to supervise and does not supervise details of their operations. TOTAL AIR SERVICES shall not be liable for the acts and omissions of any such Third Party Providers. TOTAL AIR SERVICES's sole obligation shall be to use ordinary care in the selection of any such Third Party Providers. TOTAL AIR SERVICES Disclaims all liability for any acts or omissions of any Third Party Providers, including, without limitation, agents, independent contractors, subcontractors, transporters, into-plane agent or service providers.

16. Confidentiality

Customer acknowledges that these Terms and Conditions, including, without limitation, pricing information and/or any other terms relating the supply of Fuel or Services, are confidential. Neither Customer nor TOTAL AIR SERVICES shall disclose any such information to any third party without the prior written consent of the other party, unless required and mandated by court order or other applicable law.

17. Privacy Policy

17.1 This privacy policy covers TOTAL AIR SERVICES's collection or use of Customer's personal information (including, without limitation, first and last name, corporate information, telephone numbers, postal and email addresses, fax numbers, billing information and credit information), which is collected through or in connection with the Fuel or Services provided to Customer, or if viewing these Terms and Conditions via TOTAL AIR SERVICES's website, in connection with the use of the website. For the purposes of this policy, "this website" means www.totalairservices.com, which may link to other TOTAL AIR



SERVICES websites.

Effective 08/01/2017

17.2 TOTAL AIR SERVICES collects and uses personal information in order to, without limitation: monitor quality control and insure compliance with any and all applicable laws, regulations, codes and ordinances; respond to queries or requests submitted by Customer; process orders or applications submitted by Customer; manage Customer accounts; administer or otherwise carry out TOTAL AIR SERVICES's obligations in relation to any agreement Customer may have with TOTAL AIR SERVICES, including these Terms and Conditions; anticipate and resolve problems with any Fuel or Services supplied to Customer; process Customer's credit application pursuant to Article 9 above and/or analyze Customer's credit worthiness, risks or other matter relating to any extension of credit by TOTAL AIR SERVICES to Customer; and create products or Services that may meet Customer's needs.

17.3 Customer grants TOTAL AIR SERVICES the right to disclose any personal information relating to Customer to: any agents, employees, representatives, parent, subsidiaries, affiliates, assigns, and Third Party Providers of TOTAL AIR SERVICES which may perform Services arising out of or relating to Customer's account; credit bureaus and/or reporting agencies; any person, entity or governmental officer/agency/authority as required or permitted by law; and/or any person or entity as TOTAL AIR SERVICES may deem necessary or appropriate.

17.4 TOTAL AIR SERVICES reserves the right to demand any and all outstanding monetary obligations due and payable immediately, without regard to any extension of credit or otherwise, in the event TOTAL AIR SERVICES determines and/or discovers that the information provided by Customer is inaccurate, fraudulent, or misrepresented in any material respect, regardless of any intent or willful conduct of Customer.

18. Waiver of Consumer Rights

Customer waives any and all rights, claims, causes of action and remedies provided for under the Florida Deceptive and Unfair Trade Practices Act (§§ 501.201, et seq., Florida Statutes) and/or Texas Deceptive Trade Practices Consumer Protection Act (§§ 17.41, et seq., Business & Commerce Code), a law which gives consumers special rights and protections. Customer acknowledges that it has consulted with an independent attorney of its own selection, and otherwise voluntarily consents to this waiver.

19. Waiver of Jury Trial

THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO JURY TRIAL IN CONNECTION WITH ANY LAWSUIT BROUGHT BY ANY PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT.



20. Notices

All notices, requests, demands, or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given upon receipt in person, or by overnight courier, facsimile, e-mail transmission, or upon the expiration of three (3) days after the date sent via certified mail-return receipt requested. All notices sent by mail, courier service or other related service shall be sent to TOTAL AIR SERVICES and if to Customer, at the address provided by Customer. Either party may by written notice to the other change the address, telephone numbers or facsimile number, or electronic messaging system details to which notices or other communications are to be sent.

21. Waiver

Failure by TOTAL AIR SERVICES to enforce any of its rights hereunder shall not constitute a waiver of such rights or any other rights hereunder. No waiver or amendment of any of the provisions herein shall be effective unless it is in writing, and signed by TOTAL AIR SERVICES and Consultant. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

22. Amendments

TOTAL AIR SERVICES may revise these Terms and Conditions at any time without notice. Customer should request updated Terms and Conditions from TOTAL AIR SERVICES or revisit this site periodically to make sure Customer is aware of the most recent Terms and Conditions because any such modification, amendment or revision will be binding on Customer. Customer's use of the website, or purchase of Fuel or Services after such changes constitutes Customer's agreement to any such changes, amendments, modifications or revisions. If viewing these Terms and Conditions on TOTAL AIR SERVICES's website, Customer is further advised to check each page you visit on this site. Some locations may have special additional Terms and Conditions that apply to use of or interaction with that location. The terms and conditions applicable to any given page on this site may also be changed at any time without notice. Your use of that location constitutes your acceptance of those special additional terms and conditions.

Effective 08/01/2017

23. Binding Effect / Assignment

This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors and assigns. Customer shall not assign any right or obligation arising out of these Terms and Conditions without the prior written consent of TOTAL AIR SERVICES. Any attempt by Customer to assign or delegate any obligation hereunder shall be deemed null and void.



24. Headings

The headings used herein are for convenience only and shall not control or affect the meaning or construction or limit the scope or intent of any of the provisions hereunder.

25. Severability / Reformation

The invalidity or unenforceability, in whole or in part, of any covenant, promise or undertaking, or any section, subsection, paragraph, sentence, clause, phrase or word or of any provision hereunder by any tribunal, in whole or in part, for that purpose, shall not affect the validity or enforceability of the remaining portions thereof. Moreover, the parties hereby agree that any invalid provision shall be reformed by the tribunal so as to be valid and enforceable to achieve as nearly as possible the original purpose and intentions of the parties.

26. Governing Law, Jurisdiction and Venue

These Terms and Conditions, including any other written agreement between the parties, are deemed to have been delivered in the state of Texas and shall in all respects be governed by, and construed, enforced and governed in all respects in accordance with the internal substantive laws of the state of Texas applicable to contracts made in such state by residents thereof and as if performed entirely within such state, including all matters of construction, validity and performance. These Terms and Conditions and any amendment hereto may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. The parties consent to the exclusive jurisdiction of the State courts located in Texas and 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, except to the extent that the law of some other jurisdiction may be mandatorily applicable to proceedings taken for the enforcement by TOTAL AIR SERVICES of its rights hereunder; provided that any remedies herein provided which shall be valid under the laws of the jurisdiction where proceedings for the enforcement hereof shall be taken shall not be affected by any invalidity hereof under the laws of the State of Texas.

27. Attorney Fees

In the event of any controversy, claim, dispute or litigation arising under or relating to these Terms and Conditions, TOTAL AIR SERVICES shall be entitled to recover all reasonable costs, expenses and attorneys' fees incurred in connection with such litigation.

28. Survival

Any termination of these Terms and Conditions shall not, however, affect the ongoing provisions of these Terms and Conditions which shall survive such termination in accordance with their terms.

