

**GENERAL TERMS AND CONDITIONS**  
**A&L VALVE AND FITTING, L.P.**  
**Effective August 1, 2009**

**1. Application.** These General Terms and Conditions shall apply to all transactions between Customer and A&L Valve and Fitting, L.P., a Texas limited partnership ("A&L").

**2. Delivery, Title, and Risk of Loss.** All sales of product to Customer shall be FOB, A&L's facility in Houston, Texas. Customer will thereafter have title to and shall bear the sole risk of loss for the purchased product.

**3. Payment of Invoices.** Unless otherwise agreed, all invoices are payable net 30 days from the invoice date. All payments not received by the due date shall thereafter bear interest at the lesser of 18% per annum or the maximum legal rate until paid in full. A&L shall additionally be entitled to recover all costs and expenses of any kind or character incurred in collecting any past due invoices, including attorney fees and expenses and all costs of arbitration, including arbitrator's fees.

**4. Disputed 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 A&L by hand delivery or fax.

**5. Force Majeure.** A&L shall not be required to perform any obligation to Customer if A&L's performance is delayed or precluded by one or more conditions beyond A&L's reasonable control. A&L shall promptly inform Customer of any such condition. In no event shall such condition excuse Customer's payment for product that has been provided to Customer.

**6. Limited Warranty/Limitation of Liability.** A&L ASSIGNS TO CUSTOMER ALL MANUFACTURER'S WARRANTIES RELATIVE TO THE PRODUCTS SOLD HEREUNDER. A&L FURTHER WARRANTS THAT ALL PRODUCT SOLD TO CUSTOMER HEREUNDER WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE OF PURCHASE. THIS LIMITED WARRANTY IS NOT ASSIGNABLE. A&L OTHERWISE MAKES NO WARRANTY OR REPRESENTATION, OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCT SOLD HEREUNDER, 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. IN NO EVENT SHALL A&L HAVE ANY LIABILITY TO CUSTOMER FOR EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST PROFITS. IN THE EVENT OF A PRODUCT DEFECT, A&L, AT ITS SOLE OPTION, WILL EITHER REPLACE THE DEFECTIVE PRODUCT AT ITS COST AND EXPENSE OR REFUND CUSTOMER'S PURCHASE PRICE FOR THE DEFECTIVE PRODUCT. IN NO EVENT SHALL A&L'S LIABILITY TO CUSTOMER EXCEED THE CUSTOMER'S PURCHASE PRICE FOR THE PRODUCT.

**7. Indemnity.** Provided A&L has complied with the provisions of paragraph 6 above, Customer shall indemnify, defend and hold A&L harmless from any and all claims of any kind or character against A&L (including A&L's officers, directors, employees, agents, servants, and attorneys) attributable, directly or indirectly, to the sale of products hereunder.

**8. Arbitration/Governing Law.** All transactions between Customer and A&L shall be governed by the laws of the State of Texas. Any and all disputes, controversies, or claims arising out of or relating to Customer's purchase of jet fuel or flight services, including without limitation, claims based on contract, tort, or statute, shall be determined by arbitration in Houston, Harris County, Texas before a panel of three arbitrators. In rendering the award, the arbitrators will determine the rights and obligations of the parties in accordance with the substantive law of Texas as though acting as a court in a civil action in Texas. Except as otherwise set forth herein, these proceedings shall be governed by the provisions of the Texas Arbitration Act.

**9. Amendments.** A&L may amend these terms and conditions at any time upon notice to Customer. Such amended terms and conditions will apply to all subsequent transactions with A&L.