

**THE WORLD FUEL SERVICES AVIATION GROUP OF COMPANIES
GENERAL TERMS AND CONDITIONS**

ARTICLE 1 – SCOPE OF SERVICES

The following terms of sale and supply shall constitute the general terms and conditions (the "Terms and Conditions") of the World Fuel Services Aviation Group of Companies, including but not limited to World Fuel Services, Inc., World Fuel Services Company, Inc. and Baseops International, Inc. (each such company, as applicable, referred to herein as "World Fuel"). These Terms and Conditions shall constitute a binding agreement between World Fuel and Customer, and shall govern all matters relating to the purchase of products and services (the "Services") by Customer from, or through any arrangement made by, World Fuel.

ARTICLE 2 – FUEL

2.1 Quality. World Fuel warrants that any aviation fuel (the "Fuel") supplied pursuant to these Terms and Conditions shall meet one of the following specifications, as set forth in the relevant purchase order or other written agreement accepted by World Fuel: (a) Grade Jet A-1, Joint Fueling System Check List, "Aviation Fuel Quality Requirements for the Jointly Operated Systems," Kerosene Type Fuel, latest issue; (b) ASTM Standard D 1655, "Specification for Aviation Turbine Fuels" Jet A/Jet A-1, latest issue; (c) British Ministry of Defense Standard DEF STAN 91-91, Turbine Fuel, Aviation "Kerosene Type," Jet A-1, latest issue; (d) IATA Guidance Material for Aviation Turbine Fuels Specifications, Jet A/Jet A-1 latest issue; (e) Canadian Specification Can/CGSB-3.23-M86, Jet A Fuel, latest issue; (f) Canadian specification Can/CGSB-3.23-97, "Aviation Fuel, Kerosene Type" Jet A/Jet A-1, latest issue; Grade TS-1:GOST10227-86 "Jet Fuel Specifications," latest issue; or (g) Mexican Turbine Fuel Normative, NMX-L-004-1194-SCFI, latest issue.

2.2 Quantity. All quantities of Fuel purchased for Customer's account shall be measured and determined based upon meter readings at the delivery location. No adjustment for ambient temperature shall be made to Fuel quantities unless otherwise determined by World Fuel in its sole discretion.

2.3 Inspection. Subject to approval by applicable authorities, Customer shall have the right, at its own expense, to inspect or test, to the extent practicable, at the time of Fuel delivery, any Fuel purchased pursuant to these Terms and Conditions prior to accepting delivery of such Fuel. If any Fuel does not conform to the specifications set forth in Section 2.1 hereof or any applicable purchase order or other written agreement, Customer shall have the right, by written notice to World Fuel, to either reject such Fuel or require its correction. Fuel that does not conform to applicable specifications shall be corrected or removed at the expense of World Fuel after receiving written notice of non-conformity; provided that World Fuel shall be given the opportunity to inspect such non-conforming Fuel and that such Fuel has not been altered, combined with other products, stored or used in violation of applicable industry standards. Removal of Fuel under any other circumstances shall be at Customer's sole expense. In no event shall claims of non-conformity for quality, quantity or otherwise be accepted more than ten (10) days after delivery.

2.4 Delivery, Title and Risk of Loss. Subject to the terms of Article 6 hereof, delivery shall be deemed complete and title and risk of loss to the Fuel shall pass to Customer when the Fuel passes, as applicable, (a) the flange of World Fuel's or its agent's delivery equipment, (b) the first flange connection of the receiving storage system or (c) the inlet coupling of the receiving aircraft.

ARTICLE 3 – CUSTOMER RESPONSIBILITIES

Customer and Customer's associates, affiliates, representatives, sub-contractors, directors, officers, employees, agents and volunteers (collectively, "Customer Associates") shall be responsible for operating all appropriate switches, valves, and fuel quantity indicators on Customer's aircraft, but if all or part of this function is carried out by or on behalf of World Fuel, whether requested or otherwise, Customer shall indemnify World Fuel on the terms set forth herein. Where local airport regulations permit fuelling or defuelling of aircrafts while passengers are on board, such fuelling or defuelling may be undertaken by or on behalf of World Fuel. In such instances, Customer hereby agrees to (i) provide an indemnity with respect to such activities on the terms set forth in this Article 3, (ii) ensure that Customer and all Customer Associates comply with the provisions of local airport regulations relating to the operation, (iii) ensure that instructions regarding the safety of passengers are issued to and observed by all applicable Customer Associates, (iv) ensure that all passengers embarking or disembarking the aircraft are safely moved under the supervision of competent personnel via a safe route away from such operations and are actually prevented from smoking or causing any other potential source of ignition, and are prevented from lingering. Customer agrees to indemnify and hold World Fuel and its associates, affiliates, subsidiaries, representatives, sub-contractors, directors, officers, employees, agents and volunteers (collectively, "World Fuel Associates") harmless against all claims, demands, proceedings, damages and liabilities for loss of or damage to any property whatsoever or for injury, including fatal injury or disease to any person whatsoever, and against all associated costs (including legal costs) and expenses that arise out of or are connected with actions or omissions in the performance by World Fuel or any World Fuel Associate of any or all of the activities described in this Article 3.

ARTICLE 4 – PRICES AND TAXES

4.1 Price Adjustment. Unless otherwise agreed upon in a written agreement between the parties, World Fuel reserves the right to increase or decrease prices at any time immediately upon notice to Customer. Notwithstanding any written agreement to the contrary, if due to circumstances beyond its control, World Fuel's cost of supplying Fuel or Services to Customer increases as a result of World Fuel being unable, or able only on commercially unreasonable terms, to obtain supplies of Fuel or Services from its normal sources and recognized routes for such supplies, then World Fuel may give Customer written notice of its intention to increase the price payable at an affected delivery location, by the addition of a surcharge to reflect such increase in cost. If at the time of giving such notice, World Fuel is unable to specify the amount of any surcharge applicable to a delivery location, the surcharge to be applied to that location shall be World Fuel's best estimate of such amount and the necessary adjustment shall be made as soon as possible thereafter. If Customer is unwilling to accept the surcharge, the surcharge shall nevertheless apply with effect from the date of World Fuel's notice, but Customer shall have the right, within ten (10) days of the date of World Fuel's notice, to give written notice to World Fuel withdrawing the delivery location in question from the applicable delivery schedule or purchase order. Withdrawal of the delivery location shall be effective fifteen (15) days after the date of Customer's notice of withdrawal. Notwithstanding the provisions of this Section 4.1, any price change effected by official government notification including, without limitation, any price change effected by any governmental authority, regulatory body, governmental agency or the like, whether domestic or foreign, shall be effective from the official date of change as determined by such government notification, regardless of whether notice has been provided to Customer.

4.2 **Taxes and Fees.** All prices are quoted in U.S. Dollars and exclude all duties, taxes, assessments, fees, and other charges, whether foreign or domestic, including, but not limited to, excise tax, VAT, GST, mineral oil tax, sales tax, use tax or any other tax, license fees, inspection fees, landing fees, airport fees, fees for the privilege of buying, selling or loading aviation fuel, or other charges imposed by any governmental authority or agency or regulatory body, or third party upon, or measured by the gross receipts from or volume sold of any commodity, or on the production, manufacture, transportation, sale, use, delivery or other handling of such commodity, or any component thereof, or on any feature or service related thereto or of any invoice, existing at the time of any sale hereunder, and shall be added to the applicable price. Failure to add such duty, tax, assessment, fee or other charge to any invoice shall not relieve Customer from liability therefor. Customer will present World Fuel with any required documentation, including, but not limited to, registrations, exemptions, certifications, claims, refunds, declarations or otherwise, in a form and format, and on or before whatever due date World Fuel shall require, to satisfy World Fuel's concerns in connection with any duty, tax, assessment, fee and/or other charge. Customer's failure to provide World Fuel with such required documentation will result in the inclusion of all appropriate taxes and fees on applicable invoices and the recovery of any imposed taxes and fees will be the responsibility of Customer. Customer shall indemnify and hold World Fuel harmless for any damages, claims, liability or expense World Fuel may incur due to Customer's failure to comply with this requirement. Furthermore, Customer agrees to cooperate and execute any document reasonably requested by World Fuel to the extent necessary to further the intent of this Section 4.2 or to recover any amounts improperly paid to any governmental authority or other agency.

ARTICLE 5 – INVOICING, CREDIT AND PAYMENT TERMS

5.1 **Invoicing.** World Fuel shall invoice Customer for all sums due for Fuel or Services sold pursuant to these Terms and Conditions. World Fuel's invoices shall be denominated in U.S. Dollars. If the prices of Fuel or Services invoiced to World Fuel are specified in currencies other than U.S. Dollars, those prices, together with any duty, tax, assessment, fee or charge (whether or not included in those prices) specified or incurred in a currency other than U.S. Dollars, shall be converted into U.S. Dollars as calculated by World Fuel in accordance with its usual business practice from time to time. Any delay by World Fuel in invoicing Customer shall not relieve Customer of its payment obligations under these Terms and Conditions. Invoices sent by mail, fax or electronic transmission shall all be considered original invoices.

5.2 **Payment.** All payments shall be made prior to the delivery of any Fuel or Services. If upon World Fuel's written consent, Customer is not required to make any payments in advance, Customer shall pay all World Fuel invoices on the earlier of (i) the due date specified on the applicable invoice or (ii) thirty (30) days from the date of Fuel delivery. All payments shall be made to the World Fuel account details indicated on the front of any applicable invoice in U.S. Dollars by electronic funds transfer or wire transfer of immediately available funds. If payment is made via regular check rather than via electronic funds transfer or wire transfer, any such funds received shall not be applied to Customer's account until five (5) business days after receipt of such check by World Fuel. If payment is received after 2:00 p.m. E.S.T., then the payment check shall be deemed received the next business day. If a payment due date falls on a weekend or any bank holiday in the country where payment is to be remitted other than a Monday, payment must be made on the first prior available banking day. If the payment due date falls on a Monday bank holiday, payment may be made on the next available banking day. Customer and World Fuel are responsible for their respective banking charges. Notwithstanding any disputes regarding quality, quantity or any other matter, Customer waives any right of set-off or adjustment against payments due World Fuel hereunder. Customer shall initially pay the full amount due under any invoice and any disputes shall be resolved between Customer and World Fuel after such payment has been made. Thereafter, any refund due by World Fuel shall be paid to Customer. Without limiting the generality of the foregoing, in no event shall Customer have the right to withhold payment of any undisputed amounts or fees. Past due amounts shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less. All amounts more than fifteen (15) days past due shall incur an additional five percent (5%) administrative fee. Any waiver by World Fuel of interest charges or administrative fees on a particular invoice shall not be construed as a waiver by World Fuel of its right to impose such charges on other or subsequent deliveries. World Fuel reserves the right to apply Customer's payments to any outstanding invoices or obligations of Customer, as determined by World Fuel in its sole discretion, without regard to the aging of any account. Customer shall be liable for all fees and costs, including without limitation attorney's fees, incurred by World Fuel in connection with any collection activities undertaken by World Fuel for the non-payment of any amounts due hereunder by Customer.

5.3 **Credit.** To the extent that World Fuel extends credit terms to Customer, and notwithstanding any terms to the contrary in any written agreement or purchase order, Customer's outstanding balance shall never exceed the credit limit specified by World Fuel. Availability under the credit limit shall be calculated by adding the total of the invoiced balance, plus the good faith estimate of the dollar amount of uplifted Fuel and Services obtained and utilized but not yet billed to Customer, and subtracting same from Customer's total credit limit. Customer may request a weekly written or verbal estimate of any unbilled Fuel and Services obtained and World Fuel shall provide such good faith estimate in response as soon as commercially practicable. Both Customer and World Fuel hereby acknowledge that: (i) the good faith estimate is merely an estimate and can deviate from the actual unbilled amount, due to forces outside of either party's control, including but not limited to, charges and fees from third party vendors, and (ii) World Fuel shall not be liable for any delay in providing such estimate. Nonetheless, both parties agree to be bound by the good faith estimates of World Fuel as to the unbilled portion of the credit limit and Customer shall have no recourse against World Fuel for any inaccuracies in the calculation thereof. World Fuel reserves the right to modify or cancel the credit limit or credit terms provided to Customer at any time, in its sole discretion upon notice to Customer. If World Fuel elects not to extend or cancels any credit terms provided to Customer, prior to each delivery of Fuel or Services, Customer shall: (a) make a prepayment to World Fuel; (b) cause to be issued a letter of credit in favor of World Fuel in a form, in an amount and from a bank that is acceptable to World Fuel from time to time in its sole discretion, or (c) give other security to World Fuel in a manner, of a type, in a form and in an amount that is acceptable to World Fuel in its sole discretion. Customer's complete compliance with the foregoing provision shall be a condition precedent to World Fuel's obligation to deliver Fuel or Services under these Terms and Conditions.

5.4 **Delivery Suspension.** World Fuel reserves the right, in addition to all other rights and remedies available to it under the law, in equity or otherwise, to suspend further deliveries of Fuel and Services, and demand payment of all outstanding balances, if Customer fails to make any payment as herein provided, if Customer's outstanding balances exceed the applicable credit limit, or if World Fuel, in its sole discretion, at any time deems itself insecure with regard to the creditworthiness or financial condition of Customer.

ARTICLE 6 – SECURITY

6.1 **Liens.** In consideration of any credit terms extended to Customer and as security for the payment of amounts due from Customer to World Fuel, Customer, either as owner of the aircraft or as duly authorized agent of the owner, hereby grants World Fuel (a) a first priority security interest in the Fuel and Services until the purchase price therefor (and any sum payable under any invoice) is paid in full and (b) a lien on and a security interest in each aircraft (including all engines and equipment) as to which Fuel or Services have been provided (collectively, "Collateral"). The Collateral includes any aircraft described in Customer's account application submitted to World Fuel. These Terms and Conditions constitute a security agreement for purposes of the Uniform Commercial Code. World Fuel has the right to file any documents (including Uniform Commercial Code financing statements) relating to said Collateral, without Customer's signature or consent, as may be necessary or appropriate to perfect World Fuel's security interest in the Collateral. In addition, Customer agrees to sign any such documents if requested by World Fuel. In the event of default on the part of

Customer under these Terms and Conditions, World Fuel shall have the right, in addition to all other rights and remedies available under law, in equity or otherwise, to retain and/or repossess and sell, without court order, the Collateral at public or private sale, and World Fuel may be the purchaser at such sale for reasonable value. Customer shall be responsible to pay all reasonable attorneys' fees and costs of repossession, insurance, storage and sale of the Collateral. In the event repossession occurs, Customer shall sign and deliver to World Fuel documents of title to the Collateral (including a bill of sale and any existing certificate of registration). In the event of default, World Fuel shall be authorized to retain and/or repossess the Collateral without demand, and for this purpose to enter upon the premises where the Collateral is located and remove such Collateral. World Fuel shall, in addition, have all rights and remedies available under law, in equity or otherwise, by statute or otherwise, including the right to enforce any non-consensual or other lien arising by operation of law, by statute or otherwise.

6.2 Swap Agreements. Customer acknowledges and agrees that World Fuel shall have the right to offset any amounts owed by Customer to World Fuel against any amounts owed by World Fuel to Customer under any derivatives contract between World Fuel and Customer, including without limitation, swaps and options based on fixed and/or floating prices.

ARTICLE 7 – FUEL CARDS

World Fuel may in its sole discretion issue fuel card(s) or charge cards to Customer (collectively, the "Cards") in order to enable Customer to purchase Fuel or Services, subject to availability, on credit at locations where World Fuel does business. To the extent issued, the Cards shall be valid upon receipt and through the expiration date printed on their face. Customer acknowledges that the Cards are non-transferable and have been provided by World Fuel for Customer's exclusive use. No other person or entity is permitted to use the Cards for charges, identification, or for any other reason. By using the Cards, Customer agrees to these Terms and Conditions and to pay for all fees, interest and penalties billed to Customer's account as a result of charges incurred by Customer and Customer Associates. Payment for such fees and other charges will be made in accordance with these Terms and Conditions. Customer shall be responsible for insuring that the information printed on the Cards or relating to such Cards is and remains accurate. Customer's failure to provide accurate information may cause Cards to be suspended. Furthermore, Customer agrees to notify World Fuel immediately if a Card is lost or stolen, or if Customer suspects such Card is being used without its permission. Customer shall be responsible to pay for all charges incurred prior to such notification. World Fuel may in its sole discretion, revoke Customer's right to use the Card at any time, with or without cause. Customer may cancel the Cards at any time by providing written notice to World Fuel.

ARTICLE 8 – LIMITATIONS OF WARRANTY, LIABILITY AND INDEMNITY

8.1 Limitations of Warranties. **EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 2.1, SELLER HAS NOT AND DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, OR (C) ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

8.2 Third Party Vendors. Any Fuel and Services delivered pursuant to these Terms and Conditions shall be delivered by independent contractors. World Fuel shall coordinate and make any arrangement for Fuel or Services with such independent contractors. Notwithstanding the foregoing, World Fuel does not undertake any obligations to supervise such independent contractors' operations or investigate such independent contractors. IN NO EVENT SHALL WORLD FUEL BE LIABLE FOR ANY ACTS OR OMISSIONS OF AGENTS, INDEPENDENT CONTRACTORS OR SUBCONTRACTORS OF WORLD FUEL, INCLUDING WITHOUT LIMITATION FIELD TRANSPORTERS, INTO-PLANE AGENTS OR SERVICE PROVIDERS.

8.3 Indemnity and Limitation of Liability. WORLD FUEL AND CUSTOMER ACKNOWLEDGE AND AGREE THAT THESE TERMS AND CONDITIONS AND THE TRANSACTIONS CONSUMMATED PURSUANT HERETO AND ANY APPLICABLE PURCHASE ORDER OR AGREEMENT ARE NOT INTENDED TO BENEFIT OR CREATE ANY RIGHTS OR CAUSES OF ACTION IN OR ON BEHALF OF ANY PERSON OTHER THAN WORLD FUEL AND CUSTOMER. IN THAT REGARD, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS WORLD FUEL, ITS SHAREHOLDERS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, CLAIMS, COSTS, EXPENSES AND DAMAGES (INCLUDING REASONABLE ATTORNEYS' FEES) OF WHATEVER NATURE INCURRED BY ANY SUCH INDEMNITEE AS A RESULT OF ANY CLAIM BROUGHT BY ANY THIRD PARTY IN CONNECTION WITH ANY FUEL OR SERVICES PROVIDED HEREUNDER. IN NO EVENT SHALL WORLD FUEL BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES, EVEN IF WORLD FUEL HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

8.4 Limitation on Claims. No action shall be brought against World Fuel by Customer arising out of any purchase of Fuel or Services under these Terms and Conditions more than two (2) years from the date of delivery of such Fuel or Services.

ARTICLE 9 – NO RELIANCE

World Fuel and Customer each recognize and acknowledge that: (i) it is acting as a principal; (ii) the other Party is not acting as a fiduciary or financial or investment advisor for it; (iii) it is not relying upon any representations (whether written or oral) of the other party other than the representations expressly set forth herein; (iv) it has not been given by the other party (directly or indirectly through any other person) any advice, counsel, assurance, guarantee, or representation whatsoever as to the expected or projected success, profitability, return, performance, result, effect, consequence, or benefit (either legal, regulatory, tax, financial, accounting, or otherwise) any transaction between the parties; (v) it has consulted with its own legal, regulatory, tax, business, investment, financial, and accounting advisors to the extent it has deemed necessary, and it has made its own business decisions based upon its own judgment and upon any advice from advisors as it has deemed necessary, and not upon any view expressed by the other party; (vi) its decisions have been the result of arm's length negotiations between the parties; and (vii) each have a full understanding of all of the risks associated with the transactions entered into between the parties (economic and otherwise), and it is capable of assuming and willing to assume those risks.

ARTICLE 10 – MODIFICATIONS, RENEWALS AND EXTENSIONS

To the extent a term is specified in any written agreement or purchase order, such term may only be modified, renewed or extended pursuant to a separate written agreement between the parties, and no act or failure to act by either party shall have the effect of modifying, renewing or such agreement.

ARTICLE 11 – FORCE MAJEURE

Neither party shall be liable for its failure to perform hereunder as a result of any contingency beyond its reasonable control, including but not limited to, acts of God, fires, floods, wars, sabotage, riots, terrorism, accidents, labor disputes or shortages, governmental laws, ordinances, rules and regulations, whether valid or invalid (including, but not limited to, priorities, requisitions, allocations, and price adjustment restrictions), inability to obtain product, equipment or transportation, and any other similar or different contingency. The party whose performance is prevented by any such contingency shall have the right to omit during the period of such contingency, all or any portion of the quantity deliverable during such period, whereupon the total quantity deliverable shall be reduced by the quantity so omitted. If, due to any such occurrence, World Fuel is unable to supply the total demands for any Fuel or Service, World Fuel shall have the right, in sole discretion, to allocate its available supply among its customers, departments and divisions in a fair and equitable manner. Notwithstanding the foregoing, in no event shall an event of force majeure release Customer from its obligation to pay, on a timely basis, for Fuel or Services already delivered or performed by World Fuel upon the occurrence of such event.

ARTICLE 12 – CONFIDENTIALITY, CUSTOMER INFORMATION AND PRIVACY

12.1 Confidentiality. These Terms and Conditions, and all terms relating to the supply of Fuel or Services by World Fuel to Customer, including without limitation, pricing information, are confidential. Neither Customer nor World Fuel shall disclose any such information to any third party without the prior written consent of the other, except to such party's employees or agents who have a need to know. Any disclosure mandated by law shall not be considered a breach of this Section 12.1.

12.2 Customer Information. Customer hereby authorizes World Fuel and its employees, attorneys, agents, successors and assigns to obtain, from any person, source or entity (including banks, financial institutions and credit agencies) any and all information (including personal and confidential information) concerning Customer's and guarantors' credit history and status, deposits and balances with financial institutions, sources of income, assets, present and prior employment, mortgage, financing and/or rental records and insurance coverage. Any such information will be held, used and processed by World Fuel to: (i) manage Customer's account(s); (ii) confirm, update and enhance World Fuel's customer records; (iii) for statistical analysis; (iv) establish any identity or otherwise as required under applicable law; (v) assess Customer's credit status on an ongoing basis; (vi) collect any amounts due from Customer to World Fuel; and (vii) otherwise as considered necessary or appropriate by World Fuel. In each case, the use of the information may continue after Customer has stopped purchasing Fuel or Services from World Fuel. In addition, Customer may be requested to provide further authorizations and disclosures, and satisfy other conditions, as may be necessary to satisfy credit assessments, money laundering or fraud detection requirements. World Fuel may disclose information relating to Customer and/or Customer's account(s) (including personal and confidential information) to: (a) credit reporting or reference agencies; (b) any agent or sub-contractor of World Fuel performing services in connection with Customer's account, including agents and attorneys collecting amounts due to World Fuel; (c) any person to whom World Fuel proposes to transfer any of its rights and/or duties under these Terms and Conditions; (d) any guarantor or person providing security in relation to Customer's obligations under these Terms and Conditions; (e) as required or permitted by law or any regulatory authority; and (f) as otherwise considered necessary or appropriate by World Fuel. Without prejudice to any other provisions for termination contained in these Terms and Conditions, all amounts due and owing by Customer to World Fuel shall become due and payable immediately if World Fuel discovers that any information provided by Customer to World Fuel is inaccurate in any material respect.

12.3 Privacy. Customer agrees and acknowledges that all communications between World Fuel and Customer, including but not limited to telephone calls and e-mails, may be monitored for quality control and to insure compliance with all applicable laws and regulations.

ARTICLE 13 – TRADE SANCTIONS AND EXPORT CONTROLS

Customer acknowledges that the Government of the United States of America has imposed: (a) trade sanctions and export restrictions against certain countries and political areas and companies, nationals and U.S. Government-designated nationals of such countries and areas, (b) restrictions on U.S. companies and nationals doing business with them, and (c) restrictions on U.S. companies and nationals doing business with certain companies and persons who the U.S. Government has determined have violated the foregoing restrictions. Customer agrees that it shall keep itself informed of and shall comply with such sanctions and restrictions as they are revised from time to time, and that neither Customer, any Customer Associates nor any of the parties receiving or purchasing Fuel or Services on behalf Customer hereunder shall be entities or individuals subject to such sanctions and restrictions.

ARTICLE 14 – ATTORNEY'S FEES AND JURISDICTION.

14.1 Attorneys' Fees. In the event of any litigation between the parties relating to these Terms and Conditions, the prevailing party shall be entitled to recover all reasonable costs and expenses (including attorneys' fees) incurred in connection with such litigation.

14.2 Jurisdiction. These Terms and Conditions and any transaction and purchase order relating thereto shall be governed by and construed in accordance with the laws of the State of Florida, United States of America. In any action or proceeding arising out of or relating to these Terms and Conditions (an "Action"), each of the parties hereby irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Miami, Florida and further agrees that any Action may be heard and determined in such Florida Federal or state court. Each party hereby irrevocably waives the defense of an inconvenient forum to the maintenance of any Action in Miami, Florida.

14.3 Waiver of Immunity. To the fullest extent permitted by applicable law, Customer expressly and irrevocably waives, and agrees not to assert, a defense of immunity on the grounds of sovereign immunity or other similar grounds in any action or proceeding which may be commenced or asserted by World Fuel against Customer or Customer's revenues and/or assets, whether in whole or in part or otherwise, which status would otherwise entitle Customer to assert such a defense in any claim against it from: (a) suit; (b) jurisdiction of any court; (c) relief by way of injunction, order for specific performance or for recovery of property; (d) attachment of Customer's revenues and/or assets (whether before or after judgment); and (e) execution or enforcement of any judgment to which Customer or Customer's revenues and/or assets might otherwise be subject in any proceedings in the courts of any jurisdiction.

14.4 Deceptive Trade Practices. Customer hereby waives all causes of action and remedies to which Customer is or may become entitled under the Texas and Florida Deceptive Trade Practices Act.

14.5 Trial by Jury. **THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF THIS AGREEMENT.**

ARTICLE 15 – GENERAL

15.1 Assignment. Customer shall not assign any right or delegate any obligation arising under these Terms and Conditions without the prior written consent of World Fuel, which consent may be withheld in the sole discretion of World Fuel. All amounts due from Customer pursuant to these Terms and Conditions may be assigned or pledged at any time by World Fuel, in its sole discretion, without prior notice to, or consent of, Customer. Fuel and Services may be provided by contractors, agents, subcontractors or an Affiliate of World Fuel. As used herein, an "Affiliate" of World Fuel is any corporation, partnership, joint venture or other entity in which World Fuel Services Corporation, a Florida corporation, owns, directly or indirectly, an equity interest of fifty percent (50%) or more. In any transaction hereunder, the Affiliate issuing the invoice to Customer shall be deemed the seller of the Fuel and/or Services (the "Responsible Party") for all purposes hereunder, and shall be the sole defendant and responsible party in any Action by Customer relating to such transaction or otherwise arising hereunder. Customer shall look only to the Responsible Party for performance hereunder, and for claims or damages arising from any breach of these Terms and Conditions, and no other party shall be liable hereunder. In any Action to collect amounts due hereunder, or to otherwise enforce the terms hereof, the Responsible Party (or the party which has been assigned the invoice or account receivable in question) shall be the only necessary party in such Action, and no other party shall be required to join in such Action or be a party thereto.

15.2 Waiver and Amendment. Failure by World Fuel 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 of these Terms and Conditions shall be effective unless it is in writing, and signed by World Fuel and Customer. 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.

15.3 Severability. If any provision of these Terms and Conditions is deemed invalid, void or unenforceable then the remainder of these Terms and Conditions shall not be impaired or invalidated and each such provision shall remain in full force and effect to the extent permitted by law.

15.4 Headings. The headings used herein are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting these Terms and Conditions.

15.5 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 if delivered in person, by overnight courier, facsimile, e-mail transmission, or upon the expiration of three (3) days after the date sent via certified mail or return receipt requested. All notices sent by mail or courier service shall be sent to World Fuel at 9800 NW 41st Street, Suite 400, Miami, Florida 33178, Fax: (305) 351-4497 and to Customer at the address provided by Customer in the account application submitted to World Fuel. Either party may by written notice to the other change the address, telex or facsimile number, or electronic messaging system details to which notices or other communications are to be sent.