



# Work Authorization Terms and Conditions

1. **CONDITIONS.** All work shall be subject to these terms and conditions ("Conditions"). No Waiver or modification of or addition to these Conditions shall be binding upon or enforceable against Thunderbolt Marine, Inc., hereinafter called the "Company" or TMI, unless in writing and signed by an officer of the Company. TMI reserves the right to correct obvious clerical and/or mathematic errors and omissions in work order agreements to conform with established policies and rates.
2. **PAYMENT.** Except as otherwise stated on the face hereof, payment for services and/or materials is due periodically, and in all cases payable in immediately available funds upon completion of work and before tender or delivery of vessel or other equipment to the Customer. Acceptance of the Company of less than full payment shall not be a waiver of any of its rights or remedies. All remittances are due and payable at the office of the Company shown on the invoice. Customer shall notify the Company in writing of any alleged billing discrepancies within 10 days of receipt and shall review such discrepancies with the Company in writing within 15 days after such notice. No action regarding billing discrepancies shall be commenced by the Customer until customer has fully complied with the foregoing notice and review procedures.
3. **CREDIT TERMS/DELINQUENCY.** Company reserves the right at any time to suspend the provision of services and/or materials billed in arrears, when in Company's sole opinion the financial condition of Customer so warrants. Failure to pay any invoice when due automatically makes all invoices immediately due and payable and company may suspend performance of all work until the full account is settled. A delinquency charge of 1.5% per month will be charged on all amounts remaining unpaid 30 days after invoice date, if not prohibited by law, otherwise at the highest lawful contract rate. Customer shall pay all the Company's expenses of collection, including reasonable attorney's fees, and court costs, when directed by a court of law. Customer shall be charged the highest published rate sheet prices for storage and maintenance with respect to all vessels and/or materials remaining on Company's premises after stoppage or completion of work. Work stoppages with cause shall not create any obligation for TMI to undertake maintenance or any undue responsibility for the vessel.
4. **PRICES.** Unless specifically provided on the face hereof, (i) all quoted prices are exclusive of parts, materials, fuel, taxes, surcharge, and shipping and handling, and (ii) time, material and parts shall be charged at the Company standard retail prices in effect at the time of performance. Estimated prices shall be invoiced at actual time and material charges. Any progress reports and preliminary invoices are estimates only, and shall not be considered final.
5. **ACCEPTANCE.** This Work Authorization is binding and enforceable against the Company only if approved and signed by an authorized representative of Company. A facsimile transmission copy of this Work Authorization signed on behalf of the Customer shall be binding upon the Customer, and shall be deemed the same as an original of the Work Authorization signed in ink by or on the behalf of the Customer.
6. **TAXES.** All prices and charges do not include, and Customer shall pay to and reimburse, defend and indemnify Company from and against all sales, use, manufacturer's, occupation, excise, or any other similar or other taxes, fees, duties, tariffs or charges assessed or imposed by any governmental authority in any way related to the work to be performed by Company. If applicable, Customer shall furnish acceptable certificates or affidavits from any such taxes or charges.
7. **DELAYS.** Any completion or promised date stated in any document or otherwise quoted to Customer is merely an estimated completion date and is not guaranteed. In no event shall Company incur or be liable or responsible for any nonperformance of or delay in the work, including that directly or indirectly resulting from acts of God, or the adoption or enforcement of any law, regulation, ruling or order directly or indirectly interfering with or rendering more burdensome the work, or non-availability of parts, materials, or components from suppliers, delays in transportation, strikes or other causes beyond Company's reasonable control and without additional cost or expense to Company.
8. **INDEMNIFICATION.** Customer shall defend, indemnify and hold harmless the Company, its employees and agents, from and against all loss, damage, injury, death, legal fees and expenses, or other liability, including loss or damage to Customer's vessel or work accomplished on any portion of the vessel, in the event any such liability is in any way caused by the negligence or willful conduct of Customer, or Customer's employees, agents, or parties contracted or hired by Customer other than TMI. Vessel shall provide proof of liability insurance coverage and shall be responsible for damages or losses to TMI property, personnel, other vessels and their property caused by the vessel, its employees, agents, and parties contracted, or hired by customer other than Thunderbolt Marine.
9. **NO ASSUMPTION OF LIABILITY.** Customer understands and acknowledges that the Company assumes no responsibility or liability, in whole or in part, for any damages to the Customer's Vessel, Customer's personal property or for personal injuries or death caused by Acts of God, including but not limited to ; hurricanes, floods, tropical storms, lightning strikes, earthquakes, fires, unusually severe weather or due to other circumstances beyond control of the Company including but not limited to; war, terrorism, civil unrest or criminal activity. Customer agrees to release, indemnify and hold harmless the Company from any claim or lawsuit asserted by the Customer or by any employee, agent and/or crew member of the Customer for damages, actions, attorney's fees, costs or other losses arising from Acts of God or other circumstances beyond control of the Company.
10. **SUBCONTRACT.** Company shall have right to subcontract all or any portion of the work.
11. **CUSTOMER'S INSPECTION/CLAIMS.** Customer shall inspect the vessel or repaired parts immediately upon presentation thereof and shall within ten (10) days thereafter notify Company in writing of any claims of incomplete or unacceptable work. The failure of Customer to notify Company of any such claims within said ten (10) day period shall constitute an irrevocable acceptance of the vessel and all work and an admission by Customer that the work fully complies with all agreed terms, specifications, and conditions. In the event that TMI finds it is required to perform rework or additional work by agreement, a reasonable amount of time shall be added to the schedule or delivery expectations to perform the work.
12. **GOVERNING LAW; VENUE.** The rights and obligations of Company and Customer shall be governed and determined by the laws of the state of Georgia and, to the extent applicable, the lien laws of any other jurisdiction in which the work is performed. Customer hereby submits to the exclusive jurisdiction and service of process in the State or Federal courts located in Chatham County, Georgia with respect to any dispute arising out of or in any way related to this Work Authorization, and the work to be performed and payments due thereunder.
13. **LIENS AND OTHER REMEDIES.** To secure Customer's obligations to make full payment to Company, Customer grants to Company a security interest in the vessel designated on the face hereof and all other vessels of Customer until all invoices pertaining to all such vessel are fully paid. Company is hereby authorized to sign Customers name on any documents necessary to perfect this security interest. This security interest shall be in addition to any common law or statutory repairman's or similar possessors lien, and any other liens granted or permitted by the laws of the United States or State of Georgia or the jurisdiction in which the work is performed, as applicable, each of which liens and rights hereunder are expressly reserved by Company. In no event shall the vessel or work be delivered to or be deemed in the possession of Customer until such time as Company has been paid all amounts due Company under the provisions of this Work Authorization. All of Company's rights and remedies shall be cumulative and in addition to all other rights and remedies provided by law and equity.
14. **WARRANTY AND DISCLAIMERS.** Company hereby grants a limited warranty on all work and materials supplied to customer not already covered by vendor warranties. This warranty is not transferable without the express written consent of Company. The warranty shall be for a period of six (6) months from the date of delivery of the vessel to customer and shall cover only the repair or replacement of work done or materials supplied to customer by Company. THE STATEMENT OF WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. Unless prior arrangements are agreed by TMI, all warranty work will take place at our facility in Thunderbolt Georgia, and it shall be the responsibility of the vessel to return there at its sole expense. Thunderbolt Marine may deny warranty responsibility for unbilled work or for work discounted by negotiation after agreements are initiated
15. **LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY LOSS OF USE OF THE VESSEL OR LOSS OF PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES. IN NO EVENT SHALL ANY ACTION BE COMMENCED AGAINST COMPANY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION WITH RESPECT TO WHICH THE CLAIM IS MADE HAS ACCRUED. The refund of amounts paid for itemized services or materials supplied by TMI shall constitute the sole remedy allowed under this agreement.

Signed: \_\_\_\_\_  
(Vessel's Authorized Representative)

Date: \_\_\_\_\_