

## Purchase Order Terms & Conditions

NetJets® Inc. – March 2010

- 1. Acceptance:** These terms and conditions and the documents referred to herein govern the Purchase Order ("Order") issued by NetJets Inc., or one of its subsidiaries, to the Supplier identified on the Order, unless the parties have otherwise entered into a master agreement governing their relationship. Fulfillment of any part of an Order, or any other conduct by Supplier which recognized the existence of an Order pertaining to the subject matter of such Order, shall constitute acceptance by Supplier of such Order and all of the terms and conditions included or referenced herein.
- 2. Termination:** Company may terminate this Order at any time without cause prior to its completion by sending to Supplier written notice of such termination. Company shall not be liable for anticipated profits based upon Work not yet performed.
- 3. Confidentiality:** Supplier agrees that it will not disclose Confidential Information, directly or indirectly, under any circumstances or by any means, to any third person without the express written consent of Company. Supplier further agrees that it will not use Confidential Information except as may be necessary to perform the Work called for by this Order. Unless waived by Company, Supplier shall require its employees, Subcontractor, and agents of any tier to adhere to these confidential information and nondisclosure terms.
- 4. Payment:** As full consideration for the satisfactory performance of Supplier's obligations under this Order, Company will pay Supplier all undisputed amounts within sixty (60) days of receipt and approval of proper invoice. All invoices shall be addressed as follows:

NetJets Inc.  
Attn: Accounts Payable  
4111 Bridgeway Avenue  
Columbus, OH 43219

- 5. Taxes:** Invoice shall include all taxes to be borne by Company arising out of Supplier's performance hereunder, including without limitation sales and use, and value-added taxes. State and local sales and use taxes shall be stated separately and shown on all invoices as a separate line item. Upon request of Company, Supplier shall promptly provide to Company evidence of payment satisfactory to Company of all state and local sales and use, and value-added taxes.
- 6. Changes:** The Company reserves the right at any time to issue a written change order or amendment to the Purchase Order.
- 7. Presumptions:** Supplier shall be conclusively presumed to have waived Supplier's right to receive payment for products or services covered by any Order if Supplier has not submitted an invoice for the products or services within one (1) year of the date of the Order.
- 8. Warranty:** Supplier warrants that Work, including the Equipment supplied, shall be of the quality specified or of the best grade if no quality is specified and shall conform to the specifications, drawings, samples, and other descriptions set forth in this Order. Unless otherwise provided in this Order, Supplier further warrants that all Equipment furnished by Supplier will be new, and that all Work performed by Supplier will be free from defects in design (excluding design furnished by Company), and workmanship.
- 9. Indemnification:** Supplier specifically and expressly agrees to indemnify, defend, and hold harmless Company and its officers, directors, employees and agents (hereinafter collectively "Indemnitees") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses, brought or made against or incurred by any of the Indemnitees resulting from or arising out of any breach of this Agreement, negligence or wrongful acts of Supplier, its employees, agents, representatives or Subcontractors of any tier, their employees, agents or representatives in the performance or nonperformance of Supplier's obligations under this Order or in any way related to this Order. The indemnity obligations under this Article shall include without limitation:
  - a. Loss of or damage to any property of Company, Supplier or any third party;
  - b. Bodily or personal injury to, or death of any person(s), including without limitation employees of Company, or of Supplier or its Subcontractors of any tier; and
  - c. Claims arising out of workers' compensation, unemployment compensation, or similar such laws or obligations applicable to employees of Supplier or its Subcontractors of any tier.

The invalidity, in whole or part, of any of the foregoing paragraphs shall not affect the remainder of such paragraph or any other paragraph in this Article. Supplier's indemnity obligation under this Article shall not extend to any liability caused by the sole negligence of any of the Indemnitees.

- 10. Release of Information:** Supplier shall not publish, release, disclose, or announce to any member of the public, press, official body, or any other third party any information concerning this Order and/or the Work, or any part thereof, without the express prior written consent of Company, except as required by law. Neither the names of Company, nor the Work Site shall be used in any advertising or other promotional context by Supplier without the express prior written consent of Company.
- 11. APPLICABLE LAW AND VENUE; JURY WAIVER:** This Order is entered into and performed in part in Ohio and shall be governed by and construed in accordance with the laws of the State of Ohio. Any litigation between the Parties arising out of or relating to this Order will be conducted exclusively in federal or state courts in the State of Ohio and Supplier consents to jurisdiction by such courts. **SUPPLIER AND COMPANY EACH HEREBY KNOWINGLY AND FREELY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION ARISING HEREFROM OR RELATING HERETO.**
- 12. Entire Agreement:** This Order and any referenced attachments constitute the complete agreement between the Parties. All understandings, representations, warranties, agreements and any referenced attachments, if any, existing between the Parties regarding the subject of matter hereof are merged into and superseded by this Order, which fully and completely expresses the agreement of the Parties with respect to the subject matter hereof. Any scope of work, specifications, drawings, schedules or other documents listed in this Order are incorporated by reference into this Order. In the event of a conflict between (i) any scope of work, specifications, drawings, schedules or other attachment or exhibit to this Order and (ii) the above terms and conditions of this Order, the above terms and conditions of this Order shall take precedence and control. Company assumes no responsibility for any understanding or representation made by any of its employees, officers, or agents during or prior to the negotiations and execution of this Order, unless such understanding or representation is expressly stated in the Order. The Parties intend that the terms and conditions of this Order, its referenced attachments, and any purchase order or work releases that may be issued relating to this Order should be complementary with each other; however, in the event of a conflict between the terms and conditions of any purchase order or work releases and those of the Order, the terms and conditions of the Order shall take precedence and control over any other correspondence, purchase order or work releases.