



GENERAL TERMS AND CONDITIONS FOR SPARE PARTS

Karl Senner, L.L.C.'s ("Company") proposal for and its agreement for the sale of spare parts (herein, the "Goods") to you ("Customer") shall be governed by the following General Terms and Conditions:

1. Independent Contractor; Louisiana Statutory Employer. Company shall always remain an independent contractor of Customer in connection with the sale of the Goods and any commissioning, warranty work or other services related to the Goods. Notwithstanding anything to the contrary herein, where Company's employees (defined to include Company's direct, borrowed, special or statutory employees) are covered by the Louisiana Worker's Compensation Act, La. R.S. 23:1021 et seq, Company and Customer agree that any and all work or services performed by Company and its employees related to the Goods are an integral part of and essential to the ability of Customer to generate Customer's goods, products and services for purposes of La R.S. 23:1061(A)(1). Furthermore, Company and Customer agree that Customer is the statutory employer of Company's employees for the purposes of La. R.S. 23:1061(A) (3). Irrespective of Customer's status as the statutory employer or special employer (as defined in La. R.S. 23:1061(c)) of Customer's employees, Company shall remain primarily responsible for the payment of Louisiana workers' compensation benefits to its employees and neither Company nor its insurers shall be entitled to seek contribution for any such payments from Customer.

2. Payment. Unless otherwise agreed to in writing, including Company acceptance of Customer's purchase order, all Goods shall be billed in accordance with Company's proposal and governed by these terms and conditions. Unless otherwise agreed to in writing by Company, all invoices for Goods shall be paid by Customer within thirty (30) days from the date of the invoice or, if requested by Company, prior to the vessel's departure from the site where such Goods were delivered to Customer or installed on Customer's vessel. A service charge of 1-1/2% per month will be charged on all overdue balances. In the event Company retains an attorney or initiates litigation to collect any amounts due for Goods sold hereunder, Customer agrees to pay Company's reasonable attorney's fees, plus all costs, fees and expenses related to such litigation.

3. Taxes. Customer shall pay all applicable sales and/or use taxes imposed by any government authority on the sale of the Goods.

4. Express Limited Warranty. Except as set forth herein to the contrary, Company warrants that the Goods sold by it shall conform to Customer's specifications and be free of defects and deficiencies in workmanship and materials. Company warrants the Goods sold for the earlier of ninety (90) days from delivery of the Goods or, if shipment is delayed at the Customer's request, ninety (90) days from when the Goods were ready for shipment to Customer; provided, however, for any electrical components, the warranty shall be limited to thirty (30) days from delivery when the Goods were ready for shipment to Customer; if shipment is delayed at the Customer's request (each of the foregoing, the "Warranty Period"). Any non-conforming Goods or any defects in Company's Goods, which are discovered by Customer or which manifest themselves within the Warranty Period and are promptly reported to Company will be remedied, repair or replaced by Company free of charge. If any warranty work with respect to the Goods is to be performed at a location other than at a Company facility, all out-of-pocket expenses incurred by Company to perform the warranty work on the Goods will be paid directly by Customer or promptly reimbursed by Customer upon presentation of supporting documentation by Company. If Customer has someone other than Company perform warranty work on the Goods, Company shall not be responsible for reimbursing such cost unless agreed to in writing by Company prior to the warranty work being commenced; provided, however, in no event shall Company be obligated to pay Customer more than the cost that Company would have incurred to perform such warranty work to repair or replace any non-conforming or defective Goods. COMPANY'S SOLE AND EXCLUSIVE RESPONSIBILITY TO CUSTOMER, ITS ASSIGNORS OR ANY THIRD PARTY FOR BREACH OF THE FOREGOING WARRANTIES SHALL BE LIMITED TO COMPANY'S AGREEMENT TO REPAIR OR REPLACE ANY NON-CONFORMING OR DEFECTIVE COMPANY



MANUFACTURED GOODS IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. Under no circumstances shall Company be responsible for any damage to the Goods caused by Customer, its employees, agents and representatives including, without limitation, damage resulting from improper storage of the Goods, improper installation of the Goods and/or the acts or omissions of any of the foregoing parties. Company makes no warranty of fitness or suitability for any purpose for Goods that are specified by Customer so long as the Goods conform to Customer's specifications.

5. Mutual Waiver and Disclaimer of Consequential and Related Damages; Limitation of Liability.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO THEORY OF LAW, WHETHER CONTRACT, QUASI-CONTRACT, STRICT LIABILITY, WARRANTY, INDEMNITY, TORT OR OTHER LEGAL FAULT, SHALL COMPANY, CUSTOMER, THEIR AFFILIATED COMPANIES AND THE EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES AND INSURERS OF EACH OF THE FOREGOING, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, ANY CLAIM FOR LOSS REVENUE, LOSS OF PROFIT, PUNITIVE DAMAGES, LOSS OF USE OF CAPITAL, DISRUPTION, DELAY DAMAGES, OVERHEAD COSTS, INTEREST AND ATTORNEY'S FEES. EACH PARTY ACKNOWLEDGES THAT IT HAS READ AND AGREES TO THE FOREGOING WAIVER OF DAMAGES WHICH THE PARTIES AGREE IS AN INTEGRAL AND VALUABLE CONSIDERATION FOR THE RESPECTIVE RIGHTS AND OBLIGATIONS ASSUMED BY EACH PARTY HEREIN AND CANNOT BE MODIFIED, ALTERED OR SUPERSEDED IN ANY FORM OR MANNER, WHETHER ORALLY OR IN WRITING. EACH OF CUSTOMER AND COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND VOLUNTARILY AND UNCONDITIONALLY ACCEPTS THE FOREGOING WAIVER OF THESE SPECIFIED DAMAGES. COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ITS SALE OF GOODS, WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR THE GOODS SOLD UNDER THE APPLICABLE PURCHASE ORDER. THE FOREGOING LIMITATION OF LIABILITIES SHALL NOT APPLY TO COMPANY'S OR CUSTOMER'S INDEMNITY OBLIGATIONS ASSUMED UNDER THESE GENERAL

TERMS AND CONDITIONS WHICH, IN ALL EVENTS AND CIRCUMSTANCES, SHALL BE LIMITED TO THE LIMITS OF INSURANCE THE PARTIES ARE OBLIGATED TO MAINTAIN HEREUNDER.

6. Insurance. Each party shall maintain worker's compensation up to the statutory limits (including, if applicable, USL&H coverage) and employer's legal liability insurance up to statutory limits of \$1,000,000 per occurrence, respectively and, if applicable, protection and indemnity (including crew coverage unless covered elsewhere) and commercial general liability coverage with limits of no less than \$5,000,000 per occurrence. Each party shall cause its worker's compensation insurer to waive all rights of subrogation against the other party. Each party shall be fully responsible for and shall insure its own property (including any vessels of Customer in which the Goods are installed) against physical damage or loss regardless of the cause(s) thereof including the negligence or other legal fault of the other party, its employees, agents or representatives and shall cause their insurers to waive any subrogation rights against the other party, its employees, agents or representatives. Upon request, a party will provide the other party a certificate of insurance evidencing that the aforesaid coverages and endorsements are in effect; provided, however, that each party shall be responsible for maintaining such coverages whether evidence of such insurance is provided or not.

7. Force Majeure. Neither party will be liable for delays beyond such party's reasonable control including, without limitation, any delays by Company in the delivery of Goods to Customer, that are due to epidemics, pandemics, delays of carriers, delays in manufacture or fabrication (not caused by the fault of a party), acts of God, embargo, riots, civil commotion, Government action or any other causes beyond such party's reasonable control, or for any direct or indirect losses due to any of such causes. Under no circumstances shall any payments due Company be excused or delayed because of a force majeure event.

8. Dispute Resolution and Forum Selection.

Company and Customer agree that any suit, action or proceeding arising out of or related to the Goods and these terms and conditions shall be brought exclusively in federal district court or state district court for the Parish of Jefferson, State of Louisiana. IN ANY SUCH ACTION, COMPANY AND CUSTOMER WAIVE ANY RIGHT TO A TRIAL BY JURY. Except to the extent the dispute or claim is governed by the general maritime laws of the



United States, any dispute or claim arising out of or related in any manner to Customer's purchase or Company's sale of the Goods and/or this General Terms and Conditions shall be governed by the laws of the State of Louisiana, without giving regard to its conflict of laws rules.

9. Entire Agreement. These General Terms and Conditions shall constitute the full agreement of the parties and a complete and exclusive statement of the terms of their agreement. It is expressly understood and agreed by Customer that these General Terms and Conditions, shall supersede any conflicting terms and conditions contained in any previously issued or subsequently issued purchase order, work order, verbal instruction, electronic mail, facsimile or any other writing or communication provided by Customer. No pre-contractual or post-contractual representation, statement, condition, understanding or agreement purporting to modify or vary these terms and conditions shall be binding unless hereafter made in writing signed by a duly authorized representative of the party and stating specifically that it is intended to vary or supplement the terms of these General Terms and Conditions.

(Revised December 2024)