



GENERAL TERMS AND CONDITIONS (SPARE PARTS)

Karl Senner, L.L.C.'s ("Company") proposal for the sale of equipment and spare parts (the "Goods") for you ("Customer") shall be governed by the following terms and conditions:

1. Governing Document. Notwithstanding any terms and conditions in any purchase order or other writing issued or transmitted by Customer in connection with the purchase of the Goods to the contrary, the general terms and conditions set forth herein shall apply to and exclusively control Company's sale of the Goods to 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 outstanding invoices for Goods shall be paid by Customer within thirty (30) days from the date of the invoice. 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.

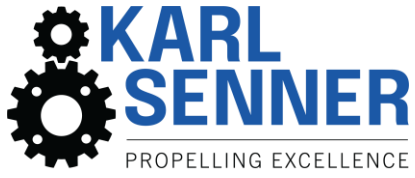
3. Taxes. Customer shall pay all applicable sales and/or use taxes imposed by any government authority on the sale of the Goods.

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 sixty (60) days from delivery of the Goods or, if shipment is delayed at the Customer's request, sixty (60) 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 by repairing or replacing the non-conforming or defective Goods free of charge. If any warranty work with respect to the Goods is to be performed at a location other than Company's main facility in Kenner, Louisiana, 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 Customer 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. Customer 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 Other 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.

6. Dispute Resolution and Forum Selection. Company and Customer agree that any suit arising out of or related to the sale of the Goods 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.