MIRATECH AFTERMARKET SERVICE TERMS AND CONDITIONS

THIS AGREEMENT is made and entered into as of _____, 20___, by and between _____, hereinafter defined as "Purchaser" and MIRATECH Group, LLC, a Delaware limited liability company, hereinafter defined as "Supplier." Purchaser and Supplier collectively are hereinafter defined as the "Parties."

1. **Description of Services** Under the terms of this agreement, Supplier will offer defined services and support to Purchaser for one or multiple MIRATECH supplied emission control systems owned or operated by the Purchaser and as defined in the scope of work. During the term of the agreement and at the mutual agreement of both parties, each MIRATECH unit will be maintained in accordance with Supplier's annual service recommendations, system requirements, and at Supplier's exclusive control and discretion. Access to site and Purchaser support shall be freely given, provided and not unreasonably withheld.

2. **Agreement Term and Cancellation Notice** This agreement is valid for the duration as defined in the proposal scope of work, with automatic renewal at the end of the defined term. Actual service dates must be scheduled through MIRATECH's Aftermarket Sales and Service department in advance to guarantee requested arrival time. All service requests and locations must be requested at least 25 business days in advance to assure availability of MIRATECH service personnel. This contract may be cancelled at any time and in writing with at least 30 days' business notice.

3. **Emergency Requests, Unscheduled Trips, Cancelled/No-Show Appointments, and/or Overtime** The Supplier will accommodate emergencies, unscheduled trips, and/or overtime hours as reasonably possible based on the agreed upon scope of work and the availability of MIRATECH's Service Department technicians. However, non-MSA related trips are quoted separately on a time-and-material basis, requiring a valid purchase order prior to scheduling a technician. Service appointments cancelled within 48 hours of said appointment will be charged a cancellation fee not to exceed MIRATECH's standard day rate. Extended hours (overtime) will be billed separately and in accordance with the MSA calculated day rate. All services quoted are to be performed during normal working hours during normal business days.

4. **Invoicing, Payment, and Pricing** Terms of payment are net thirty (30)days from date of invoice, unless otherwise agreed in writing. Monthly payment plans will invoice the first week of each month during the term of the agreement. Should a billing dispute arise, Purchaser agrees to continue business as usual with Supplier, will not withhold site access or cooperation, and shall continue to pay all undisputed invoices. Both parties will act in good faith to resolve any billing disputes that may arise. If said billing dispute cannot be reasonably resolved between the designated project contacts for each party within thirty (30) days of the initial written billing dispute notifications, both parties agree to work in good faith to mediate with a local mediator of Supplier's choice prior to seeking legal remedies. It is the intent of both parties to avoid unnecessary legal fees in the resolution of any billing disputes. Pricing in the proposal is valid for (30) days from the proposal date, and pricing can be updated at any time to reflect current market conditions. Pricing does not include parts, equipment, or repairs outside the scope of the maintenance agreement. Non-Scheduled trips, parts, or service interventions are quoted separately. Pricing does not include catalyst inspection, catalyst cleaning, catalyst testing or replacement. Pricing does not include 3rd party emissions testing.

5. **Taxes** Prices quoted by Supplier do not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts or other like taxes which may now or hereafter be applicable to, measured by, or imposed upon this transaction, the Product, its sale, its value, its use or any services performed in connection therewith. Purchaser, by agreeing to purchase services and product from Supplier, agrees to be responsible for payment of any and all taxes it may owe as a result of such purchase and to hold harmless and indemnify Supplier from any such tax liability. All other sales worldwide are subject to individual local and national tax laws, and taxes related to same shall be paid by Purchaser as stated herein and above.

6. **Compliance** To Supplier's knowledge, Supplier complies with all applicable laws and regulations in effect in the countries and regions in which it operates. This includes, but is not limited to the Fair Labor Standards Act, the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, as respectively amended, Executive Orders 11246, 11375 and 11141 (Title 41, Chapter 60, Code of Federal Regulations), the Vietnam Era Veterans Readjustment Act of 1974, the EU and German Equal Treatment Act (AGG), all standard German and EU Employment Laws, and all amendments thereto and regulations, rules and orders there under, as amended or superseded and all of the foregoing are made a part hereof by reference and incorporated herein as though fully set forth herein. Purchaser understands and agrees that the foregoing sentence is for Purchaser's information stating that which Supplier strives to achieve and is not made as a covenant, warranty or representation and is not meant to create or permit, nor shall it be construed as creating or permitting any enforceable rights hereunder for Purchaser or any other person or entity. All standards promulgated with respect to noise, emission, or air control are specifically excluded hereunder.

7. **Set-off** Purchaser shall not have the right to retain, back charge, or set off against any amounts which may be or become payable by it to Supplier or otherwise, for amounts which Supplier may allegedly or in fact owe Purchaser whether arising hereunder or otherwise.

8. **Time, Force Majeure** Supplier may, from time to time, quote delivery / service completion dates to Purchaser. Such dates shall be interpreted as estimated and in no event shall such dates be construed as falling within the meaning of "time is of the essence." Supplier shall not be liable for loss, damage, detention, or delay due to war (whether declared or not), armed conflict or serious threat of same (including but not limited to hostile attack, blockade, military embargo), riots, civil insurrection or acts of the common enemy, hostilities, invasion, extensive military mobilization; civil war, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious or communicable disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or national disaster including but not limited to violent storm, cyclone, typhoons, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, flood, severe weather conditions at Supplier's premises or outside fabrication sites, destruction of machines, equipment, factories and any kind of installation, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike, lock-out, go-slow, occupation of factories or premises; acts of Purchaser, embargo, car shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities from usual sources, faulty forgings or castings, or other causes beyond the reasonable control of Supplier. In the event of delay in performance due to any such cause, the date of delivery or time for completion shall be adjusted to reflect the actual length of time necessary to properly reflect the delay without change to the purchase price. In the event of such delay or default in delivery, Supplier shall complete work in progress and/or make delivery as soon as reasonably practicable. Upon notice by Purchaser that completion of services has occurred, the obligation of Purchaser for payment shall be completely reinstated.

9. **Warranty** Supplier warrants that all services provided pursuant to this Agreement will be performed in accordance with the general standards of the industry. All parts purchased and installed solely by a MIRATECH service technician or MIRATECH service partner will carry a warranty of twelve (12) months from installation or eighteen (18) months from shipment, whichever occurs first. Service shall be free of defects of workmanship for a period of ninety (90) days from the date of the service. Any additional parts, equipment, or service beyond what's detailed in the proposal will be at an additional cost and shall be specifically excluded under this warranty. The foregoing express limited warranty is in lieu of all other warranties and conditions expressed or implied, oral or written, contractual or statutory, including but not limited to any implied warranties of merchantability or fitness for a particular purpose to the extent applicable.

10. **Notification of Potential Warranty Claim** Purchaser shall notify Supplier of any potential warranty claim within five (5) calendar days from the time the Purchaser or anyone else acting on its behalf, has a reasonable basis to believe a potential warranty claim exists.

11. **Investigation of Warranty Claim** Once Purchaser provides Supplier with notice of a potential warranty claim, Purchaser shall provide the Supplier with reasonable access to the Product for the purpose of conducting an investigation into the Purchaser's warranty claims. This may, at the discretion of the Supplier, include on-site inspection of the Product, verification testing, or catalyst testing. Purchaser shall not interfere with Supplier's investigation into Purchaser's warranty claim. Nor shall Purchaser take any action that either damages any portion of the Product or compromises the Supplier's ability to conduct its investigation.

12. **Insurance** Supplier will maintain liability insurance throughout the term of this contract. Supplier's Certificate of Liability Insurance is available upon request.

13. **Performance, Governing Law, Jurisdiction and Venue** The Purchaser and Supplier agree that the purchase and sale of services under this Agreement shall be performed in the State of Oklahoma, and the rights and obligations of Purchaser and Supplier shall be construed exclusively in accordance with and governed by the laws of Oklahoma, notwithstanding any conflict of law provisions which would have the effect of making the laws of another state applicable. The Purchaser and Supplier agree that the sole and exclusive jurisdiction and venue respecting any and all disputes between Purchaser and Supplier regarding the purchase and sale of services hereunder shall be in Tulsa County, Oklahoma.

14. **No Waiver** No waiver by Supplier of any breach of any obligation of Purchaser set forth in the General Terms and Conditions herein shall be construed as a waiver of any succeeding breach of the same or of any covenant or condition, and in no event shall this provision itself be waived.

15. **Assignment** This Contract shall not be assigned by either party without the written consent of the other party. However, Supplier may procure the delivery of the services on its behalf by any of its affiliated Suppliers.

16. **Agency and Representation** The legal relationship between the parties shall be that of Purchaser and Supplier, and it shall not be understood so that either party is deemed a partner or an agent of the other party, nor will it confer upon either party the right or power to bind the other party in any contract or to the performance of any obligations as to any third party.

17. **Termination of Agreement** Either party may terminate this agreement with 30 days' written notice to the other party, provided all service billings up to that point have been paid in full. At which point, Supplier will cease activities and will send final invoice which shall be paid in the same manner as defined in these terms.