

## NORTHERN NECK GENERATOR, INC. SERVICE TERMS AND CONDITIONS

**THIS SERVICE AGREEMENT** made as of the service date on the Service Invoice to which this Service Agreement is annexed, by and between Northern Neck Generator, Inc., a Virginia stock corporation, (herein "NNG" or "we" or "us" or "our") and its customers as set forth on the Service Invoice (herein "Customer" or "you" or "your"):

1. Best practices: NNG technicians will apply best practices and will use due diligence in conducting generator service and repairs (herein the "Services").
2. No warranty: Notwithstanding the covenants of Paragraph 1, NNG disclaims any express or implied warranty of workman-like performance or other warranty regarding the success of the Services, and NNG states that it is not liable for any claims or damages arising from its performance of the Services, unless NNG proximately causes such claim or damage through its gross negligence.
3. Fees discretionary: NNG in its sole discretion will determine its fees and charges for the Services.
4. May void manufacturer's warranty: NNG has advised Customer that performance of the Services may void any manufacturer's warranty on Customer's equipment (herein the "Generator") and that NNG does not assume any liability or warranty in the event a manufacturer's warranty is so voided. Customer holds NNG harmless for any loss of such warranty.
5. Failure to pay in 10 days forfeits ownership: You must pay in full and pick up the Generator within ten (10) business days of being notified that the Services are complete. You warrant that your mailing address and telephone number as set forth herein and in the Service Invoice are accurate, and you covenant that you will notify us immediately if you change your address or phone number before notice that the performances required herein are complete. For purposes of this Paragraph 5, "notice" shall mean: (a) actual notice received; (b) leaving a voicemail with Customer; (c) First Class U.S. mail. Generators not picked up within ten (10) days of proper notice become NNG's sole property and you forfeit any ownership. Notice by mail shall be effective upon the date of mailing.
6. Bill of Sale: In the event you have requested that NNG dispose of the Generator, by your signature hereto you grant, bargain, sell, and convey any and all right, title, or interest in the Generator to NNG, you sell the Generator "as is" and without any warranty, and you do so for good and valuable consideration, the receipt and sufficiency of which you hereby acknowledge in exchange for NNG's disposal of the Generator.
7. Compliance: NNG will comply with all applicable local requirements for building permits, inspections, and zoning.
8. Entire Agreement: This Service Agreement and the Service Invoice to which it is annexed constitute the entire agreement between the parties, and no modification thereof, including, without limitation, of the total cost, the Generator, or the Services to be performed, or the estimated completion date, shall be effective unless in writing and signed by all parties.
9. Severability: All provisions of this contract shall be applicable only to the extent that they do not violate applicable law, and the parties intend them to be limited to the extent necessary so as not to render the contract invalid, illegal, or unenforceable. If any provision shall be found invalid, illegal, or unenforceable, the validity, legality or enforceability of other provisions shall not be affected thereby.
10. Governing law, venue: This Service Agreement is to be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any claim or controversy related to this Service Agreement shall be brought in a court of appropriate jurisdiction in Lancaster County, Virginia.
11. No presumption against the drafter: Customer has had the opportunity to review this Service Agreement with counsel and shall not be entitled to the benefit of any resolution of any ambiguity against the drafter or presumption against the drafter.
12. Force majeure: Neither party shall be considered in breach of its contractual duties under this Service Agreement or the Service Invoice to the extent the performance of its obligations is prevented by an event beyond its control, including, without limitation war, rebellion, strikes, riot, insurrection, acts or threats of terrorism, or Acts of God (herein "force majeure events"). Inability to perform resulting from such a force majeure event shall not constitute abandonment and will not be included in calculating any time frame for payment or performance.
13. Costs of Collection: Customer is responsible for all costs of collection or protection or enforcement of NNG's rights hereunder, to include reasonable attorney's fees, court costs, and other legal expenses. If not paid immediately, such costs will bear interest from the date of payment at the hereinabove interest rate for overdue balances.
14. Notice: Any notice required by this Service Agreement besides notice under Paragraph 5 shall be by certified mail, return receipt requested to the party's address as set forth in the proposal. Either party may change their address stated herein by giving notice of the change in accordance with this paragraph.
15. Waiver: The waiver by either party of any breach of this Service Agreement shall not operate or be construed as a waiver of any subsequent breach.
16. Headings: Any headings in this Service Agreement are for convenience only and are not to be considered when interpreting it.
17. Signatures: This Service Agreement may be executed in counterparts, all of which, when taken together, will constitute a single original. The parties agree that facsimile signatures shall be deemed originals.
18. Assignment: This Service Agreement and the rights and obligations of the parties thereto shall bind and inure to the benefit of any successor of NNG or of the Customer by reorganization, merger, consolidation, or otherwise, or to the benefit of any assignee of its business and properties.
19. Authority to sign: The undersigned represent and warrants that they are duly authorized and have legal capacity to execute and deliver this Service Agreement. The undersigned represent that the execution and delivery of this Service Agreement and the performance of Customer's obligations hereunder have been duly authorized and that this Service Agreement is a valid and legal agreement binding on Customer and is enforceable in accordance with its terms.