

GLASS-TECH CORPORATION WORK ORDER AND SHIP REPAIR CONTRACT

This Work Order and Ship Repair Contract is subject to the following terms and conditions and shall constitute the entire contract between Glass-Tech Corp., a Florida corporation located at 3103 NW 20TH STREET MIAMI, FL 33142 (hereinafter referred to as "Contractor") and you, the Vessel, Vessel Owner, and the person authorizing the work (hereinafter referred to collectively as "Owner").

PLEASE READ ALL TERMS AND CONDITIONS WHICH CAN ALSO BE FOUND AT WWW.GLASS-TECH.COM

1. Upon arrival to the Contractor's yard, Owner is responsible for reporting any known or suspected issues with the Vessel to the Contractor in writing, whether on the space provided in this Contract or via e-mail to Nelson Fernandez at Glas591@aol.com. This includes, but is not limited to, any special dockage requests (whether in or out of the water), need for shore power, electrical issues, bilge pump issues, battery issues, and/or issues related to any item at or below the waterline or on the

underside of the Vessel that may jeopardize the Vessel while docked afloat in the water. Owner shall immediately remove any and all personal items or valuables from the Vessel and Contractor is not responsible for any damage or theft of any and all personal items or valuables from the Vessel unless caused by the gross negligence or intentional acts of the Contractor. Contractor does not assume delivery of the Vessel and any bailment whatsoever over the Vessel until the Vessel is both (a) delivered safely to the Contractor by the Owner and (b) until this contract is signed by the Owner (and/or its Authorized Representative). Contractor shall not be responsible for damage to or loss of any articles of personal property, gear or other appurtenances left aboard the vessel, due to fire, theft, pilferage or otherwise, it being understood that the vessel's owners, owner's employees, representatives, agents etc., have at all times access to the vessel, and accordingly, the Contractor

is not given the exclusive care, custody and control of the vessel and its contents, the Owner and its agents having full access to the vessel at all times. Owner agrees

that it shall indemnify, defend and hold harmless Contractor from and against all claims described herein.

2. Contractor agrees to repair said Vessel in a workmanlike manner, subject to the terms herein, and according to the scope of the work in the Work Estimate ("Work Scope"). Owner (including the Vessel) agrees to pay Contractor for said work, labor and materials as hereinafter stated. Contractor is relying on the credit of the Vessel with respect to the goods and/or services provided by the Contractor.

3. Any additional work or modifications to the Work Scope will have to be ordered and duly approved by the Owner or his representative and agreed in writing by and between the Owner and Contractor.

4. In the event that specific prices are not denoted as "FIXED PRICE" on the Work Scope, it is understood and agreed that any quoted price in the Work Scope is a good faith estimate and that all work not specifically denoted "FIXED PRICE" is to be performed at the Contractor's usual and customary time and material charges, including the customary markups for these time and material charges.

5. Contractor shall proceed with due diligence to effect the repairs enumerated on the work order but shall not be liable for any delays in completion of said work from any causes whatsoever, it being agreed that time is not the essence of this contract. **Owner agrees that Contractor shall never be liable for consequential or special damages such as: loss of use of the vessel; loss of charter hire; the cost of chartering or hiring a replacement vessel; diminution in the vessel's fair market value; demurrage charges; loss of pre-paid transportation expenses for the vessel; captain and crew wages; captain and crew repatriation expenses; surveyor's fees; expert witnesses' fees; salvage expenses; and sue and labor expenses. Owner waives its right to recover consequential damages, special damages or punitive damages from Contractor.**

6. Contractor warrants the materials and workmanship undertaken herein shall performed in a workmanlike manner; no claim for damages for negligence or otherwise or for defective workmanship or materials shall be valid and Contractor shall be discharged from all its liabilities therefore unless a claim is made to the Contractor in writing within thirty (30) days after discovery of the defect, and Contractor is given the opportunity to inspect any such work prior to any repairs being effectuated.

CONTRACTOR'S LIABILITY IN CASE OF DEFECTIVE WORKMANSHIP OR MATERIALS SHALL BE LIMITED STRICTLY TO THE PROPER REPLACEMENT THEREOF BY CONTRACTOR AT THE CONTRACTOR'S PLACE OF BUSINESS. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE WILL CONTRACTOR BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES OF ANY KIND. THE TOTAL LIABILITY OF CONTRACTOR,

WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE INCLUDING BAILMENT, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PERFORMANCE/NONPERFORMANCE OF ANY WORK ORDER, OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT OR USE OF ANY PART OR THE FURNISHING OF ANY SERVICE RELATED THERETO, WILL IN NO EVENT EXCEED TWENTY PERCENT (20%) OF THAT TOTAL PRICE OF THE WORK ORDER THAT GIVES RISE TO THE CLAIM(S). OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, CONTRACTOR MAKES NO WARRANTIES CONCERNING

ITS WORKMANSHIP OR MATERIALS, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXCLAIMED.

7. **IN NO EVENT, INCLUDING THE NEGLIGENCE AND/OR THE GROSS NEGLIGENCE AND/OR THE BREACH OF CONTRACT OR CONTRACTOR, SHALL BE THE CONTRACTOR'S AGGREGATE LIABILITY TO ALL SUCH PARTIES IN INTEREST FOR PERSONAL INJURY, DEATH OR DAMAGE SUSTAINED BY THEM, INCLUDING DAMAGES FOR DELAY OF THE VESSEL, OR ANY OTHER TYPE OF DAMAGE, EXCEED THE SUM OF \$300,000.00.**

8. Contractor will make all efforts to convey to Owner the benefit of any manufacturer's warranties regarding any equipment, machinery, or appliances installed under this contract but in connection therewith the **CONTRACTOR DOES NOT GIVE ANY WARRANTIES WHATSOEVER, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES AS TO ANY SUCH EQUIPMENT, MACHINERY, OR APPLIANCES.**

9. OWNER agrees that it shall be solely responsible and liable for any losses, damages, injuries, or deaths to property or persons as a result of any acts of omission or commission of its employees, agents, servants or subcontractors or the unseaworthiness or condition of the Vessel and further agrees that it will indemnify, protect and hold Contractor harmless from any and all claims, demands or suits that may be made against Contractor arising by reason of the aforesaid, irrespective of whether or not such losses, damages, injuries or deaths may have been caused by or resulted from or were contributed to by the fault or neglect or breach of contract of the Contractor, its agents, servants, employees or subcontractors. Unless agreed in a writing signed by the Owner and Contractor, Owner is forbidden from

contracting directly with any of the Contractor's subcontractors and to the extent the Owner does so, whether through written permission of the Contractor or not, **OWNER SPECIFICALLY RELEASES AND WAIVES ANY AND ALL CLAIMS AGAINST THE CONTRACTOR FOR ANY ACT OF CONTRACTOR'S SUBCONTRACTORS RESULTING IN ANY CLAIM(S) FOR BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) AND/OR OTHERWISE and OWNER SHALL INDEMNIFY AND HOLD THE CONTRACTOR HARMLESS FOR ANY AND**

ALL THIRD PARTY CLAIMS ARISING OUT OF THE OWNER'S DIRECT HIRING OF A SUBCONTRACTOR.

10. Upon completion of the work outlined and presentation of invoice to Owner, Contractor's daily dockage charge for transient rates (a substantially higher than normal charge) will accrue for the account of the Owner until such time as the Vessel is removed from Contractor's premises, unless otherwise agreed in a signed writing by the Parties.

11. All charges for services, materials, labor and other charges rendered shall be due and owing and shall be paid immediately by the Owner upon presentation of the invoice from the Contractor. All such charges unpaid 30 days from the due date shall be subject to a finance charge, until paid in full (annual percentage rate of 18% per annum) or such other amount as may be the maximum allowed by the Florida usury laws in the appropriate case as are in effect at the date of the signing of this contract. Progress payments may be required on large amounts by Contractor and arrangements for such payments must be made prior to commencement of work or performance of services. Contractor reserves all rights against the Owner for payment of Contractor's charges, and expressly reserves the right to demand payment in advance and maintain possession of the Vessel until all charges has been paid in full, including the ability to assert a maritime lien for necessities and/or attachment against the Vessel and to seize the Vessel to secure payment. In the event that it becomes necessary for Contractor to employ counsel to collect any unpaid invoices, Owner and the Vessel agree to pay Contractor reasonable costs of collection, including reasonable attorney's fees and costs incurred, at both trial and any appellate courts.

12. The Commercial Instruments and Maritime Liens Act, Title 46 U.S.C. § 31301 et. seq. (the "Act"), provides Contractor a preferred maritime lien against the vessel, including its engines, tenders, personal watercraft, furniture, furnishings, fishing tackle and appurtenances for work, services and/or good and supplies (i.e. "necessaries") provided to the vessel. Under the federal maritime law, Contractor's has the statutory right to sue the vessel in rem to foreclose its preferred maritime lien. The in rem suit shall be filed in the federal district court that has jurisdiction over the Vessel. The Parties agree that Contractor is entitled to recover all of its court costs, including custodia legis expenses, from the vessel in rem and/or the Owner in personam if Contractor recovers a minimum of \$1.00 on its claim. As a prevailing party, Contractor shall also be entitled to recover its reasonable attorneys' fees and litigation expenses from the vessel under a Supplemental Admiralty Rule B attachment The terms of this paragraph are governed by the Commercial Instruments and Maritime Liens Act, Title 46 U.S.C. § 31301 et. seq. and federal maritime law.

13. This Agreement shall be binding on the Owner's heirs, successors, representatives or assigns. This Agreement may not be assigned by the Owner without the express written consent of Contractor. If Contractor consents to the assignment of this Agreement, then any new vessel owner must sign a new agreement with Contractor as a pre-condition of any assignment. No alterations, modifications, and/or amendments to this contract shall be binding unless in writing and duly signed by an authorized agent of the Contractor. The person signing this work order on behalf of the Owner and/or the Vessel represents and warrants that he/she is authorized by the Owner to accept this agreement, including all of its terms and conditions and expressly agrees to indemnify and

hold Contractor harmless arising out of any claims by the Owner arguing otherwise.

14. Owner represents and warrants that is has and will keep in effect insurance covering (a) the value of the vessel for Hull & Machinery claims and (b) at least \$1,000,000.00 in liability coverage. Owner hereby agrees to present vessel's documents, including those for insurance, for inspection if requested by Contractor.

15. Contractor operates its business in a shipyard that may require movement of your Vessel from time to time in order to make space or create efficiencies. Owner hereby grants Contractor permission to operate and/or move the Vessel when necessary for the purpose of moving, testing and/or inspection. Furthermore, Contractor, pursuant to Florida Statute§ 327.59, informs you that in the event you fail to remove your Vessel from Contractor's yard promptly within 24 hours after the issuance of a tropical storm or hurricane watch for Miami-Dade County, Florida, under Florida law, Contractor, its employees or agents are authorized to remove your Vessel, from its slip or spot in the yard and take any and all other reasonable actions deemed appropriate by Contractor,

its employees or agents in order to better secure the Vessel and protect Contractor's property, private property, other vessels, and the environment . You are further notified that you will be charged a reasonable fee for such action. Contractor, however, does not undertake an affirmative duty to remove the Vessel from its slip or spot or take any reasonable action authorized by law.

16. In the event of an emergency, Contractor may perform necessary vessel repairs without Owner's prior written consent. Contractor reserves the right to move or haul-out the vessel if, in the opinion of Contractor, an emergency or any other condition arises making such action reasonably necessary in the opinion of the Contractor. Owner agrees to pay for Contractor's services provided at the prevailing rates. Contractor, however, does not undertake a duty to inspect or monitor the Owner's vessel. Contractor does not undertake a duty to arrange emergency repairs to the Owner's vessel. Owner shall abide by the Contractor's directions in the event of an emergency.

17. The parties may sign this Agreement in any number of identical counterparts, each of which will be deemed an original (including electronic signatures and/or documents exchanged electronically) with the same effect as if the signatures were upon the same instrument.

18. This Agreement, including its exhibits and schedules, is the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous negotiations, agreements, representations, warranties, and understandings pertaining thereto, be they in writing, oral, or otherwise. There are no other duties, obligations, liabilities, or warranties, implied or otherwise, except as set forth herein. This Agreement may not be amended or modified, except in writing, signed by both parties.

19. This Contract shall be governed by the general maritime law of the United States of America, the applicable federal laws of the United States of America, and, in the event that such laws are silent on the disputed issue, the laws of the State of Florida, without reference to any conflict of laws rules which may result in the application of the laws of another jurisdiction. The General Maritime Law and the applicable federal laws of the United States of America shall apply with respect to the creation and existence of a maritime lien, regardless of the country in which Contractor takes legal action. Any disputes concerning quality of work by Contractor shall only be resolved in a court of competent jurisdiction in Miami- Dade County, Florida. Disputes over payment and

collection may be resolved, at Contractor's option, in the Miami-Dade, Florida state or federal courts or in the courts of any jurisdiction where either the Vessel or an asset of Owner may be found. Each of the parties hereby irrevocably submits to the jurisdiction of any such court, and irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum or its foreign equivalent to the maintenance of any action in any such court. Contractor shall be entitled to assert its rights of lien or attachment or other rights, whether in law, in equity or otherwise, in any country where it finds the Vessel. The parties, having been advised to consult legal counsel with respect to this Agreement hereby waive trial by jury with respect to any claim relating to this Agreement.

For Owner, Vessel, and Individually

Signature: _____

B y: _____