

Repair Order Terms and Conditions

This Repair Order ("Order"), including the front of this Order and these terms and conditions, constitute a contract for the Service Work for the Vehicle as described on the front side hereof, between Parrotta's Auto Repair & Sales identified on the front side hereof ("Parrotta") and the customer identified on the front side hereof ("Customer"). This Order is binding upon Parrotta and Customer upon Customer's execution of the front side hereof or the commencement of the Service Work or any part thereof.

1. GENERAL:

(a) ANY AND ALL ADDITIONAL, DIFFERENT OR CONFLICTING TERMS OR CONDITIONS SET FORTH IN ANY PURCHASE ORDER OR OTHER COMMUNICATION FROM CUSTOMER ARE OBJECTED TO BY PARROTTA AND SHALL NOT BE EFFECTIVE OR BINDING UNLESS SPECIFICALLY ACCEPTED IN A WRITING SIGNED BY A PARROTTA.

(b) None of the terms and conditions contained in this Order may be added to, modified, superceded or otherwise altered except by a written instrument signed by a corporate officer or authorized manager of Parrotta and delivered to Customer by Parrotta. All Service Work shall be made only upon the terms and conditions herein, regardless of any terms and conditions that may be contained in any purchase order or other form of communication from Customer.

2. DISCLAIMER OF WARRANTY:

(a) Parrotta shall perform the Service Work in a reasonable manner, provided, however, Parrotta makes no warranty or guarantee of a result. Customer shall notify Parrotta of any claim that Parrotta did not reasonably perform the Service Work within ten (10) days after the discovery of same and in no event later than thirty (30) days after the performance of the Service Work. Within a reasonable time after notice from Customer, Parrotta, at its sole option, shall correct the Service Work which was not reasonably performed. If Parrotta is unable to correct such Service Work, Parrotta, at its sole option, may refund to Customer the amount Customer paid to Parrotta under this Order. These remedies shall be Customer's exclusive remedies for any breach of this Order by Parrotta. Parrotta shall not be responsible to correct: (i) any condition which reasonably could have been prevented or minimized by Customer, (iii) any condition constituting normal wear and tear; (iv) any condition caused by acts of God; (v) any condition caused by abuse or misuse; or (vi) any condition not caused by Parrotta's failure to reasonably perform the Service Work.

(b) CUSTOMER HEREBY ACKNOWLEDGES THAT PARROTTA NOR ANYONE ACTING ON ITS BEHALF HAS MADE ANY AFFIRMATION OF FACT, REPRESENTATION OR PROMISE RELATING TO THE SERVICE WORK THAT HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, PARROTTA DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD AND WORKMANLIKE SERVICES, INFRINGEMENT, AND THOSE ARISING OUT OF PERFORMANCE OR DEALING OR USAGE OF TRADE OR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO THE SERVICE WORK.

(c) There are NO WARRANTIES, express or implied, made by Parrotta or the manufacturer of any parts or other goods incorporated in the Service Work, except for the manufacturer's written warranty applicable to such parts or goods. Customer hereby acknowledges that Parrotta has not in any manner adopted the manufacturer's warranty, as a warranty of Parrotta, including without limitation, by performing warranty work under the manufacturer's warranty, and Customer acknowledges, represents and warrants that it shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty.

3. LIMITATION OF LIABILITY: PARROTTA WILL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST USE, LOST PROFITS, LOST SAVINGS OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF PARROTTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE OR FOR CLAIMS MADE BY A THIRD PARTY. IN NO EVENT SHALL PARROTTA'S TOTAL AGGREGATE LIABILITY TO CUSTOMER OR ANY OTHER PARTY RELATING TO OR RESULTING FROM THIS ORDER OR THESE TERMS AND CONDITIONS EXCEED THE PRICE PAID BY CUSTOMER FOR SUCH SERVICE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY AND WHETHER THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH. THESE LIMITATIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

4 PAYMENT: Customer shall pay Parrotta for the Service Work at Parrotta's current standard rates for the Service Work, which shall be due in cash upon the tender by Parrotta to Customer of the Vehicle upon which the Service Work is performed. If payment is not made in accordance with the foregoing terms, in addition to its other legal rights and remedies, Parrotta shall (i) be entitled to charge Customer, effective from the date payment becomes due, interest at the rate of one and one-half percent

(1.5%) per month or the highest rate allowable by law, whichever is less, until payment is made to Parrotta by Customer, and (ii) be entitled to withhold delivery of the Vehicle until payment is made to Parrotta by Customer.

5. SECURITY: Customer hereby grants Parrotta a security interest in the Vehicle together with any replacements, additions or accessories thereto or the proceeds from the sale thereof (the "Collateral") to secure the amounts due Parrotta under this Order, any expenses and costs described in Paragraph 11 of this Order, and all other liabilities, debts and duties of Customer to Parrotta now existing or hereinafter incurred, including any renewals or extensions thereof and substitutions therefor. Parrotta hereby appoints Customer or Customer's attorney-in-fact to execute any and all documents and instruments, to file this Order or other documents as a financing statement and to take all other actions to perfect the security interest granted by Customer herein or to preserve and protect the Collateral.

6. INDEMNITY: Customer shall defend, indemnify and hold harmless Parrotta, its agents, representatives and employees from and against, claims, liabilities, causes of action, costs and expenses, including but not limited to reasonable attorneys' fees and experts' fees arising out of the use, operation and maintenance of the Vehicle; Customer is responsible, regardless of whether such claims, liabilities, causes of action, costs and expenses were in part caused by the fault or negligence of Parrotta or Parrotta's agents, representatives or employee. The indemnity obligations of Customer shall survive payment of this Order by Customer.

7. TAXES: Unless otherwise agreed to in a writing signed by Customer and Parrotta, Customer shall be solely responsible for the payment of all sales, use, consumer and other taxes arising out of this Order mandated by any applicable federal, state and local laws, codes, ordinances, rules and regulations, whether currently in effect, scheduled to go in effect, or subsequently enacted, including but not limited to, any increase in such taxes taking effect after the date of this Order.

8. FAILURE OR DELAY OF DELIVERY; FORCE MAJEURE: Parrotta shall not be liable for failure to deliver or delay in performance of the Service Work where such failure to deliver or delay is due, in whole or in part, to any cause other than the gross negligence of Parrotta. Further, Parrotta will not have any liability for any loss caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war, terrorist act or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond the reasonable control of Parrotta, including without limitation, any loss or damage to the Vehicle or any articles or property left in the Vehicle.

9. NOTICES: It shall be a condition precedent to any liability of Parrotta, whether in contract, tort, or otherwise, arising out of this Order or any other dealings between the parties that Customer provide written notice to Parrotta of any claim, controversy, or alleged breach of this Order in the time provided in Paragraph 2(a) hereof, and that Customer provide Parrotta with a reasonable opportunity to cure the problems or issues giving rise to such claim, controversy, or alleged breach of this Order. Notwithstanding the foregoing, Purchaser must provide Parrotta with notice of any claim, controversy, or alleged breach of this Order and demand for arbitration within twelve months of discovery or accrual of the same, whichever occurs first. It is understood and agreed by the parties that the foregoing provision is both a condition precedent to the right to take such action, and a contractual modification to the statute of limitations for all actions, whether in contract, tort or otherwise, and failure to comply with this condition precedent and contractual statute of limitations shall be an absolute bar to recovery for any problems, issues, rights, claims or causes of action not specifically pled within the twelve month period. Whenever this Order requires that notice be provided to the other party, notice shall be deemed to have been validly given (i) if delivered in person to the party entitled to receive such notice, (ii) two (2) days after being sent by registered or certified mail, postage prepaid to the address indicated on the front side of this Order, or (iii) one (1) day after being sent via overnight mail through a respectable overnight delivery company.

10. ARBITRATION: Any controversy or claim arising out of or relating to this Order shall be decided by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, subject to the limitations and restrictions set forth in this Paragraph 10. A demand for arbitration shall be made within a reasonable time after a controversy or claim has arisen and in no event shall be made after the date when institution of legal or equitable proceedings based upon such claim or controversy would be barred by the applicable statute of limitations, subject to the restriction set forth in Paragraph 9. The arbitrator(s) shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The parties acknowledge and agree that this Order evidences a transaction involving interstate commerce. Accordingly, the United States Arbitration Act (Title 9 of the United State Code) shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration provisions of this Order. The place of arbitration shall be in the American Arbitration Association's office closest to the location of Parrotta designated on the front side hereof. The parties shall be entitled to discover all documents and information reasonably necessary for a full understanding of any relevant issue raised in the arbitration. Regardless of any term or provision herein to the contrary, claims for contribution or indemnity filed by a party in any lawsuit or action filed or asserted by a third party on account of personal injury or death of any person or

damage to property shall not be subject to the terms and provisions of this Paragraph 10. The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

11. EXPENSES AND COSTS: Should Parrotta be required to institute any action, including any arbitration proceeding, to enforce any of its rights set forth in this Order, then Parrotta shall be entitled to reimbursement from Customer for all expenses, including but not limited to, reasonable attorneys' and experts' fees, and costs incurred by Parrotta in connection with such action. In the event Customer institutes any action, including any arbitration proceeding, against Parrotta and in the further event Parrotta prevails in such action, Customer shall pay Parrotta the amount of all expenses, including but not limited to reasonable attorneys' and experts' fees, and costs incurred by Parrotta in connection with such action.

12. MISCELLANEOUS: This Order may not be changed, altered, or amended in any way except in writing signed by Parrotta and Customer. Customer acknowledges and agrees that Customer has had an adequate opportunity to review and revise this Order and the Order shall not be construed against or in favor of Customer or Parrotta. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. No waiver of any of these terms and conditions or any of the terms and conditions will be effective against Parrotta unless in writing signed by a corporate officer or authorized manager of Parrotta. No course of dealing or performance, usage of trade or failure to enforce any term or condition will be used to modify this Order. If any of these terms or conditions is unenforceable, such term or condition will be limited only to the extent necessary to make it enforceable, and all other terms and conditions will remain in full force and effect. This Order is deemed to have been entered in to in the state of the location of Parrotta designated on the front side hereof and will be governed by the laws of the state of the location of Parrotta designated on the front side hereof, without giving effect to the choice of laws provision thereof. The remedies expressly provided for in these conditions will be in addition to any other remedies that Parrotta may have under the Uniform Commercial Code or other applicable law. Customer may not assign this Order without proper written consent of Parrotta. These terms and conditions are for the exclusive benefit of Parrotta and Customer and no other person will have rights hereunder.

Parties to this Agreement; Definitions. As used in this Agreement, the terms: (a) "Parrotta" shall mean the Parrotta repair facility identified in the Service Authorization, estimate, work order, online request or other ordering document; (b) "Customer" shall mean the Customer identified in the Service Authorization, estimate, work order, online request or other ordering document; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Parts used in the Services; (d) "Part(s)" shall mean the new and/or used parts, components, accessories or materials used in the Services; and (e) "Services" means the repair and/or maintenance services performed by Parrotta for Customer, together with the Parts.

13. WARRANTY DISCLAIMERS AND LIMITATIONS LIMITED WARRANTY ON SERVICES: Parrotta warrants that the Services will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of 90 days from the date the Services are performed. Customer's sole and exclusive remedy, and Parrotta's entire liability under the Services Warranty, is the repair of any nonconforming portion of the Services. The Services Warranty is valid only if the vehicle is returned, at Customer's expense, to one of Parrotta's repair facilities. Any claim for repairs to be performed by other than a Parrotta facility must be approved in writing by Parrotta prior to commencement of any work. The Services Warranty extends only to the Customer for whom the Services were provided and not any subsequent purchaser. PARROTTA PROVIDES NO OTHER WARRANTIES CONCERNING ITS SERVICES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

PARTS – MANUFACTURER WARRANTIES ONLY: Any warranties on any Parts are limited only to those written warranties provided by the applicable Part's manufacturer. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PARTS ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

NO OTHER WARRANTIES: EXCEPT AS SET FORTH ABOVE, PARROTTA EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED. Parrotta neither assumes nor authorizes any other person to assume for it any liability in connection with the services or any parts provided to customer in conjunction with the services.

14. Rates; Authorization; Additional Repairs. Parrotta's charges for labor are not based on actual mechanic's time but are established by multiplying Parrotta's labor rate by industry time allowances or Parrotta's own judgment of the time to be charged. If an estimate is provided, Customer will not be charged more than the estimated price approved by Customer. However, if Parrotta discovers that different or additional repairs are indicated, Customer will be contacted for authorization to make such additional repairs. Authorization may be given by Customer orally or in written form, including email. In the event that Customer authorizes commencement but does not authorize completion of a repair or service, a charge will be imposed for disassembly, reassembly, or partially completed work. Such charge will be directly related to the

actual amount of mechanic's time and/or parts involved in the inspection, repair, or service performed. Parrotta will submit warranty claims on behalf of Customer for manufacturers for whom it is authorized to perform warranty service; however Customer understands and agrees that it is responsible for full payment for any Services provided that are not covered by warranty. Parrotta is not responsible for any loss, damage, or other liability caused by, arising from, or related to repair or maintenance work recommended by Parrotta that is declined by Customer. Customer agrees that Parrotta employees may operate Customer's vehicle for purposes of facilitating the repairs, including but not limited to diagnosing, road testing, and sublet services.

15. OEM Parts. Customer acknowledges that estimates for non-warranty repairs may include parts not made by the original manufacturer. Parts used in the non-warranty repair of customer's vehicle by other than the original manufacturer are required to be at least equal in like kind and quality in terms of fit, quality and performance to the original manufacturer parts they are replacing.

16. Damage; Theft. Parrotta is not responsible for loss of or damage to the vehicle due to or arising from fire, weather, theft or any other cause except the sole negligence of Parrotta. Parrotta is not responsible for any loss or damage to articles of personal property that have been left in the vehicle or for loss or damage to bodies, trailers or special equipment, including any cargo, materials or supplies carried on or in such bodies, trailers or special equipment, whatever the cause.

17. Payment; Storage Fees. All charges for repairs including labor and materials furnished are due and payable simultaneously with the delivery of the within described vehicle or prior to delivery upon the expiration of three (3) days after notice to Customer that the repairs have been completed. If the vehicle described herein is not picked up within three (3) days after such notice is given, Parrotta may charge daily storage fees at rates that are ordinary and customary for the area, but not to exceed \$50.00 per day or the maximum rate allowable by applicable law.

18. Mechanic's Lien; Lien Sale; Collection. In addition to any and all other legal remedies available to Parrotta, Customer authorizes and acknowledges an express mechanic's lien in favor of Parrotta on the vehicle described herein for all charges for repairs, including labor and parts, storage and/or towing. Customer authorizes and acknowledges that if payment in full is not received within ten (10) days after Parrotta has notified the Customer that the repairs are completed: (i) Parrotta may, in accordance with applicable state law, begin lien sale proceedings and sell the vehicle at public auction; and/or (ii) Parrotta may refer such account to its attorneys or a collection agency for collection.

19. LIMITATION OF DAMAGES. CUSTOMER AGREES THAT IN THE EVENT OF ANY ACTION BROUGHT BY CUSTOMER AGAINST PARROTTA, CUSTOMER SHALL NOT BE ENTITLED TO RECOVER ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AS DEFINED IN THE UNIFORM COMMERCIAL CODE, INCLUDING, BUT NOT LIMITED TO INDIRECT OR SPECIAL DAMAGES, LOSS OF INCOME OR ANTICIPATED PROFITS, OR DOWN-TIME, OR ANY PUNITIVE DAMAGES.

20. Fees and Expenses of Actions. In any Action, whether initiated by Parrotta or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Parrotta shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Parrotta prevails.

21. Waiver; Severability; Entire Agreement. No waiver of any term of this Agreement shall be valid unless it is in writing and signed by Parrotta's authorized representative. If any provision or part of any provision of this Agreement shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Agreement shall continue to be binding and enforceable. This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.