



**TAMPA**  
Headquarters  
6545 125<sup>TH</sup> Ave. N.  
Largo, FL 33773  
727-953-8730  
www.adrpowersystems.com

**FT. LAUDERDALE**  
Lauderdale Marine Center  
1601 S.W. 20<sup>th</sup> St. C.S.#3  
Fort Lauderdale, FL 33315  
954-997-1676

#### SERVICE AUTHORIZATION AGREEMENT

By signing this form, the customer authorizes ADR Power Systems to perform inspection and repair work, and grants permission to operate the vessel and/or equipment in accordance with the agreed-upon scope of work.

#### RATES & BILLING

Customer agrees that all costs will be calculated on a time-and-materials basis in accordance with rates listed below.

FIELD HOURLY RATES	STANDARD	OVERTIME	SATURDAY	SUNDAY	HOLIDAY
TRANSMISSION / WATERJET	\$175.00	\$262.50	\$262.50	\$350.00	\$437.50
ENGINE / ELECTRONICS	\$167.00	\$250.50	\$250.50	\$334.00	\$417.50
SHOP HOURLY RATES					
	\$145.00	\$217.50	\$217.50		
EMERGENCY RATE (NON-WEEKEND OR HOLIDAY)					
\$217.50					

Standard rate covers a period of 8 hours per day and includes travel time (departing from the nearest ADR location) for field work.

Field mileage is equivalent to \$2.05 per mile.

#### MOTOR VESSEL INFORMATION

VESSEL NAME:

MARINA:

MAKE:

MODEL:

HULL SERIAL NUMBER:

ADDRESS (NUMBER, STREET):

CITY, STATE, ZIP

CONTACT AT LOCATION:

PHONE:

#### ENGINE INFORMATION

MAKE:

MODEL:

PORT SERIAL NUMBER:

STBD SERIAL NUMBER:

#### TRANSMISSION INFORMATION

MAKE:

MODEL:

PORT SERIAL NUMBER:

STBD SERIAL NUMBER:

BOM (PART LIST – IF KNOWN):

DESCRIPTION OF ISSUE:

## MARINE ENGINE DEPOSIT POLICY

### OVERHAULS

Single and Double:

- Payment 1: 100% of Customer's Parts Cost<sup>123</sup>
- Payment 2: 90% of Ticket Balance – Upon Start-Up<sup>4</sup>
- Payment 3: Ticket Balance – Post Sea-Trial

### MAINTENANCE

Deposits are collected for jobs exceeding \$5,000 and/or one week duration.

- Deposit is equivalent to 100% of customers parts cost or 50% of ticket, whichever is greater.

Scope changes require additional deposit, equivalent to revised parts cost, if amount is greater than \$5,000.

## PAYOR INFORMATION

Billing Name:

Phone:

Address (Number, Street):

City, State, ZIP

PAYMENT TYPE:

Visa

Mastercard

American Express

Name as it appears on card:

Card Number:

Expiration Date:

Security Code:

ZIP Code:

A convenience fee will be charged for the use of the following payment methods:

Visa/Mastercard: 2.7%

American Express: 3.2%

## WIRING INSTRUCTIONS

BankUnited, N.A.  
629 S. Fort Harrison Ave.  
Clearwater, FL 33756

ADR Power Systems, Inc.  
Routing: 267090594  
Account: 9855006064

**ADR Power Systems will never change wire transfer information by routing payment to a different financial institution or account number.**

<sup>1</sup> Credit for NET 30 customers applies to Payment 2.

<sup>2</sup> Payment 1 required prior to procuring parts.

<sup>3</sup> No deposit collected for NET 30 customers where ticket <\$30K.

<sup>4</sup> Payment 2 collected prior to sea-trial.

**ADR POWER SYSTEMS, INC.**  
**(HEREINAFTER REFERRED TO AS ADR)**

**LIMITED WARRANTIES, DISCLAIMERS AND REMEDIES OF CUSTOMER**

1. **WARRANTIES BY MANUFACTURER.** Whenever ADR provides repair services or replacement parts to products covered by a manufacturer's warranty, the manufacturer's warranty takes precedent over ADR's LIMITED WARRANTY and the repair and/or replacement cost shall be apportioned between the customer and the manufacture according to the terms and conditions of the applicable manufacturer's warranty. The customer shall be liable for repairs or replacements made on all products covered by manufacturer's warranty to the extent that the manufacturer does not pay for said repairs and/or replacements under its warranty.
2. **LIMITED WARRANTY OF ADR.** When ADR provides any repair services or replacement parts to any product, the following express warranties apply:
  - 2.1. ADR warrants the work and material provided by ADR to be free from defects in materials or workmanship for 90 days from the dates such work is completed or such material provided.
  - 2.2. ADR warrants any exchange components or assemblies rebuilt by ADR that are used in any repair or replacement to be free of defects in materials and workmanship for 90 days from date such work is completed.
  - 2.3. ADR warrants machining and/or re-conditioning of parts done by outside vendors and sold to the customer, either direct to customer or used during course of repair, to equipment only to the extent of the price paid for such machining and/or reconditioning work by the customer.
  - 2.4. Sub-standard or incomplete repairs made at the customer's request and/or parts furnished by customer and installed by ADR at customer's request are not warranted.
3. **CONDITIONS OF LIMITED WARRANTY.** In the event the limited warranty given by ADR in paragraph 2 above applies, ADR will fulfill its limited warranty obligations under the following conditions:
  - 3.1. If any repairs or replacement parts, as outlined above, fail to conform to the limited warranty of ADR, ADR will, at a location of ADR's choice and during ADR normal working hours, replace any defective parts or correct any deficiencies in workmanship, free of charge to the customer, if such defects in parts or deficiencies in workmanship are verified in writing by an authorized ADR employee. Such replacement parts or correction of deficiencies in workmanship will be initiated upon verification that manpower and necessary parts and equipment are available to ADR.
  - 3.2. When repair work is not performed during ADR normal working hours or is performed on weekends or holiday's (at customer's request), the customer will be invoiced in accordance with the schedule set forth in the Rates & Billing section of this authorization. Any travel time, mileage, or other travel expenses related to warranty repairs in the field will be invoiced to customer unless original repairs were done in the field. Any transport cost to pick up and/or deliver parts or equipment to customer's job site in order to perform warrantable repairs in the ship will be invoiced to the customer at the then current rates, unless original repairs included pick-up and delivery by ADR.
4. **WARRANTY DISCLAIMER.** THE WARRANTIES ADR GIVES IN THE ABOVE PARAGRAPHS ARE EXCLUSIVE. ADR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS IMPLIED, OR STATUTORY, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR WARRANTY ON WORKMANLIKE SERVICE.
5. **NEGLIGENCE DISCLAIMER.** Customer specifically understands and agrees that ADR, and ADR officers, agents, and employees shall not be liable for injury to property, whether based on negligence, strict liability, or any other theory of tort liability, for any action or failure to act in respect to the repair, replacement of parts or workmanship involved as to any work performed under this agreement.
6. **CUSTOMER'S EXCLUSIVE REMEDY AND DISCLAIMER OF CONSEQUENTIAL LIABILITY.** Customer specifically understands and agrees that customer's sole and exclusive remedy under this agreement is for breach of express warranty, and any such claim against ADR or ADR's officers, agents, or employees, if any, shall be as provided in the express warranties contained above. Customer specifically understands and agrees that no other remedy, including claims for incidental, consequential, or special damages, including loss of use or down-time for any cause whatsoever, shall be available against ADR with respect to the repair or replacement of parts and work performed pursuant to this agreement.
7. **LIEN.** ADR Power Systems, Inc shall assert a Marine Lien against the described vessel and its contents for any unpaid sums due for the service performed. The term "necessaries" as used in United States Code (USCA ) §31301(4) shall apply and the lien shall include all attorney's fees and cost of collection of any unpaid sums. The Owner/Agent shall be responsible for all pre-and post-judgement fees. ADR Power Systems, Inc. shall assert any state lien against the vessel for services rendered.
8. **LIMITATION OF LIABILITY.** In any and all events, the limitation of liability of ADR or its agents and employees, for any and all losses, injuries, or damages resulting from the use or handling of any products, equipment, parts, or labor provided or performed by ADR shall be limited to the purchase price paid by the user or buyer for such products, equipment, parts, or labor.
9. **DEFAULT PROVISIONS.** Customer specifically agrees that in the event customer fails to pay for the parts purchased or work performed pursuant to this agreement and in accordance with agreed upon terms of payment, ADR shall have all the remedies of a secured party

under the Uniform Commercial Code for the State of Florida with respect to the sale of any parts. Customer specifically agrees to grant and does grant ADR a security interest in any such parts sold pursuant to this agreement and in the event of customer's failure to pay, ADR shall have the right to enter upon any real or personal property of the customer or his agents or employees for the purpose of repossessing any such parts sold hereunder. The exercise of any such right by ADR shall not be deemed a waiver of any other rights it may have with respect to this agreement and the parts sold hereunder, or the work performed hereunder as provided by the laws of the State of Florida.

FAILURE TO PAY ANY INVOICES DUE TO ADR WILL VOID THE LIMITED WARRANTIES GIVEN BY ADR.

10. ATTORNEY'S FEES. In the event ADR retains an attorney in connection with the collection of any obligation owed under this agreement, the customer specifically agrees to pay any and all court costs, together with reasonable attorney's fees incurred by ADR in an amount no less than 15% of the balance due.
11. JURISDICTION AND VENUE. In the event a dispute arises with respect to any claim by the customer against ADR or any of its agents or employees, and further, any claim by ADR for breach of the Invoice, the parties hereby agree that any such dispute shall be litigated in the proper Court in Pinellas County, Florida. Further, this Invoice and any litigations arising out of it shall be construed according to the laws of Florida. While payment of any amounts due to ADR may be made for the convenience to the customer at any ADR facility, the debt is legally due and payable at ADR at 6545 125th Ave. N., Largo, Florida 33773.

#### TERMS

1. TERMS: C.O.D. unless arranged differently.
2. Finance charge of 1.5% per month on all past due accounts.
3. \$65.00 returned check charge.
4. No goods will be accepted for credit unless returned with our written permission, and a 25% re-stocking charge will apply.
5. Special orders require a 25% deposit.
6. Prices subject to change without notice.