

GE Aeroderivative Spares Customer Web Center "E-Business Rider" with _____ ("Buyer")

The principal purpose of this document is to provide an electronic version of General Electric's Terms & Conditions for the purchase of goods and services on the GE Aeroderivative Spares Customer Web Center ("CWC").

Buyer and General Electric International, Inc. ("GEI") agree upon the following terms for purchases of goods and services offered on the CWC by GEI and other companies (referred to collectively as "Sellers" and individually as "Seller").

1. Definitions. For the purposes of this E-Business Rider ("Rider"), the following terms shall have the following meanings:
 - a. "Message" means any electronic message (including but not limited to electronic mail and any contracts, proposals, quotes or other documents attached thereto) relating to goods and/or services offered on or through the Site which is: (1) sent to the Designated Address of Buyer or a Buyer's Rep by a Seller; (2) is posted by a Seller in an area of the CWC designated for communications to Buyer or a Buyer's Rep; or (3) is sent to the Designated Address of a Seller through the CWC by a person who accessed the CWC with a valid username and password issued to Buyer or a Buyer's Rep.
 - b. "Buyer's Rep" means a person who: (1) is listed at the bottom of this Rider as an approved Buyer Representative or (2) has been approved by Buyer in another paper-based writing or a Message from Buyer to GEI, and has not been terminated in accordance with § 5 below.
 - c. "Designated Address" for Buyer is the Designated Address at the bottom of this form; for a Buyer's Rep is the Designated Address provided at the bottom of this form or by Buyer's Rep in the CWC registration process; for GEI or any other Seller is the Designated Address for the CWC shown at the bottom of this form.
2. Waiver of Certain Objections. For contract formation and for all other purposes under applicable law, each Message's content shall be deemed: (a) "written" and a "writing"; (b) "signed"; and (c) an "original business record" when printed from electronic files or records established and maintained in the normal course of business. Buyer and Sellers hereby expressly waive any right to object to the validity or enforceability of any Message on the ground that a "statute of frauds" or any other law requires that agreements be in writing or signed by the bound party. Messages, if introduced as evidence in any proceedings, shall be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary (paper) form, and neither party shall contest the admissibility of copies of Messages under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Messages were not originated or maintained in documentary (paper) form.
3. Coordination with Other Documents. This Rider and the terms incorporated by reference herein constitute the complete agreement of the parties relating to the matters specified in this Rider and supersede all prior and collateral representations or agreements, whether oral or written, with respect to these matters. To the extent that a provision of this Rider (including provisions incorporated herein by reference) differs from a provision contained in a Message, the provisions of this Rider shall control. **However, this Rider and any Terms & Conditions posted on the CWC shall not override the terms of any paper-based written agreement between Buyer and a Seller that: (a) applies generally to purchases by Buyer from Seller, except to the extent that such an agreement requires a paper-based writing or a signature, or (b) provides for the formation of contracts by electronic means other than through the CWC (such as an Electronic Data Interchange ("EDI") Agreement), or (c) specifically states that it is intended to take precedence over a Rider.**
4. Purchasing Goods and Services Through the Site; Terms of Sale. Subject to § 3, all sales through the CWC shall be subject only to the following terms and conditions, unless Messages sent by both Buyer (or a Buyer's Rep) and Seller expressly agree to any additional or different terms: (1) this Rider, (2) the Terms & Conditions posted on the CWC for the particular good or service, and (3) the Terms of Use and Privacy Policy posted on the CWC.
5. Termination of Buyer Reps. Buyer may terminate the representative status of a Buyer's Rep through a notice to GEI in accordance with § 7 clearly expressing that intent; provided, however, that any termination will not be deemed effective until the earlier of: (a) transmission of a Message from GEI to Buyer expressly confirming the termination or (b) midnight on the first business day following GEI's receipt of the termination notice. Termination of a Buyer's Rep shall not affect the obligations or rights of the parties due to the acts of that Buyer's Rep under this Rider prior to the effective time of termination.
6. Security of Passwords; Service Providers. Buyer and Sellers will adopt reasonable security measures to limit access to usernames and passwords and to limit access to the Site to authorized persons. Each party will be responsible for its own costs of maintaining the equipment, software and communications linkages necessary to transmit and receive Messages, and may transmit messages either directly or through one or more reasonably reliable and secure third party service providers.
7. Message Receipt, Notices and Acknowledgements. A Message shall be deemed received on the date and time it is accessible to the receiving party at that party's Designated Address and/or through the CWC. Notices under this Rider may be given in a paper-based writing or by Message, and shall be deemed provided upon receipt. The recipient of a Message may, but is not obligated to, send a Message acknowledging receipt of another Message, which will be considered only a confirmation that the Message has been received and will not create any obligation ("Acknowledgement"). The recipient of a Message (other than an Acknowledgment) may not enforce it against the sender unless the recipient promptly transmits an Acknowledgment of the Message to the sender's Designated Address and/or through the CWC, as applicable.

8. Term and Termination. This Rider will remain in effect until terminated by a party on 30 days notice containing the following in all caps at the beginning of the Message: "NOTICE OF TERMINATION OF E-BUSINESS RIDER" and/or by a paper-based writing. The notice will specify the effective date of termination for which it is terminated, if less than all; provided, however, that termination will not affect any obligations or rights of the parties under this Rider arising prior to the effective date of termination.

9. Third Party Beneficiaries; Assignments. Sellers shall be deemed third party beneficiaries of this Rider and the terms incorporated by reference herein. This Rider is binding upon and inures to the benefit of the parties, the Sellers and their respective successors and assigns. No party may assign any rights or delegate any duties under this Rider without prior written consent of the other party, which will not be unreasonably withheld or delayed, provided that a Seller's rights and obligations under any contract formed pursuant to § 4 above may be assigned as provided in the Terms & Conditions identified on the CWC at the time of a purchase for the particular good or service purchased.

10. Incorporation; Conspicuousness; Severability. Each Message shall be deemed to incorporate this Rider by reference. This Rider shall be deemed to incorporate by reference the Terms of Use and Privacy Policy posted on the CWC at the time of a purchase, and any Terms & Conditions identified on the CWC at the time of a purchase for the particular good or service purchased. BUYER AGREES THAT ALL OF THE TERMS OF THIS RIDER ARE CONSPICUOUS (AS DEFINED IN THE UNIFORM COMMERCIAL CODE) WHEN INCORPORATED INTO A MESSAGE. Any provision of this Rider held to be invalid or unenforceable by a court will be ineffective only to the extent of such determination without affecting the validity or enforceability of any remaining provisions.

11. Choice of Law and Forum. This Rider shall be governed by the laws of the State of New York, U.S.A. (excluding any conflict of laws rules that would require otherwise), and any disputes arising out of or related to this Rider shall be tried in the courts of that jurisdiction. The parties hereby exclude the application of the United Nations Convention on Contracts for the International Sale of Goods. These choices of law and forum shall also apply to contracts formed under § 4 above, unless the applicable terms and conditions determined under that section expressly provide otherwise.

12. English Language. The parties agree that Messages, the CWC, this Rider and the documents incorporated into this Rider shall be in the English language, and that there shall be no requirement to translate any of them into any other language.

[Please sign and fax this Rider to 1-513-552-5008, to the attention of your Customer Account Manager.](#)

[Also mail original to: One Neumann Way MD S133 Cincinnati, Ohio 45215-1988 Attention: Spares Customer Account Manager](#)

[Designated Address for GELL or other Sellers: mary.caposela@ae.ge.com](mailto:mary.caposela@ae.ge.com)

AGREED AND ACCEPTED BY BUYER:

By (Signature): _____

Company Name (Printed): _____

Signor's Name (Printed): _____

Company Address: _____

Signor's Title (Printed): _____

Designated Address (electronic): _____

BUYER HEREBY APPROVES THESE BUYER'S REPS:

Name (Printed):

Designated Address (electronic):

1. _____

2. _____

3. _____

4. _____

5. _____
