

ADDITIONAL TERMS AND CONDITIONS

It is further understood and agreed

The order on the first page said hereof is subject to the following terms and conditions:

1. All titles to the equipment listed on page 1 of this Agreement shall be retained by the Seller until the purchase price has been paid in cash or a financing arrangement has been executed and accepted by a bank or some other lending institution. Upon full payment, Seller shall transfer title to the equipment to Buyer even though the actual delivery date may be later. Prior to delivery date, Buyer must execute a retail installment contract or some other type of security agreement prescribed by law if this sale is not a cash transaction.
2. Buyer agrees to assume and pay, unless prohibited by law, any and all taxes other than income taxes, incidental to the purchase documented in this agreement. The purchase price stated on page 1 of this document does not include any taxes assessed by any governmental agency prior to or at the time of delivery on the sale of this boat unless expressly stated otherwise.
3. Seller shall not be liable for any loss or damages caused by delays created by the manufacturer, accident, strike, fire, or any other cause beyond Seller's control.
4. Buyer shall deliver to the Seller's premises his/her used boat (Hereinafter called "trade-in") along with its title if such boat is to be traded in as a partial payment toward the purchase price. Buyer warrants that the trade-in is his/her property and that the trade-in is free and clear of all liens and encumbrances other than those noted on page 1 of this agreement. Buyer warrants that all taxes levied on the trade-in have been paid in full. If it comes to the Seller's attention that there is a lien or claim on the trade-in which is not disclosed on page 1 of this Agreement, Seller shall have the option of: A) paying the claim and seeking immediate reimbursement from Buyer, or B) Seller may add the amount of the claim to the purchase price established on page 1 of this Agreement and the new purchase price will be incorporated as if originally stated in this Agreement.
5. Seller shall retain the right to make a reappraisal of the trade-in if it is not delivered to the Seller at the time of the initial appraisal. A reappraisal shall be made by Seller if there appears to be any change in the trade-in's general physical condition or its furnishings and accessories. In the event the reappraisal differs from the original appraisal, the trade-in allowance shall be based on the reappraisal.
6. This Agreement shall be governed and adopted in the state in which this agreement is executed. If the Buyer fails or refuses to complete the purchase documented by this Agreement within Fourteen (14) days of the execution of this Agreement or an agreed extension date is made in writing, the cash deposit put down by the Buyer will be forfeited, and will be used, (but not limited to) to compensate Seller for any losses, expenses, or attorney fees incurred by Seller in connection with Buyer's failure to complete the purchase documented in this Agreement. If Buyer has delivered to Seller a trade-in and the purchase has not been completed within the time period described above. Buyer authorizes Seller to sell the trade-in at a private or public auction and deduct from the proceeds delivered to Buyer an amount equivalent to the losses and expenses incurred by Seller in connection with Buyer's failure to complete the purchase documented in the Agreement.
7. Warranties. EXCEPT TO THE EXTENT REQUIRED BY STATE LAW, SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESSED OR IMPLIED. INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. All warranties covering the equipment referenced on page 1 of the Agreement if any, are made by this manufacturer. A copy of any applicable manufacturer's warranty shall be delivered by Seller to Buyer.
8. Brokered or used boats are sold strictly on an "as is" basis, if this transaction involves a used boat. Buyer states that he/she has inspected and examined the used boat as well as its equipment and accessories and found them in satisfactory condition or good working order.
9. Buyer states that he/she has inspected and examined the equipment which is the subject of this Agreement and determined that the equipment is of satisfactory quality and is suitable for the purpose for which it is purchased.

THIS DOCUMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN ITS PARTIES. NO OTHER REPRESENTATION, INDUCEMENTS OR PROMISES (WRITTEN OR VERBAL) HAVE BEEN MADE WHICH ARE NOT SET FORTH IN THIS AGREEMENT.