

ADDITIONAL TERMS & CONDITIONS

Buyer(s) understand that the term "rig" used in this agreement describes the Boat, Motor, Trailer or any item or combination of items as described on the front of this agreement. Buyer(s) also understand the term Buyer used in this agreement pertains both to Buyer and Buyers. BUYER(S) FURTHER AGREE (CONTINUED FROM OTHER SIDE OF CONTRACT):

1. IF NOT CASH TRANSACTION. If this purchase is not a cash transaction, Buyer will BEFORE or AT THE TIME OF DELIVERY of the boat or rig purchased, in accordance with the terms and conditions on the other side of this contract, sign a retail installment contract, security agreement or other agreement as may be required by law.
2. TITLE. Title to the boat and/or rig purchased will remain in Dealer until the agreed price is paid in full in cash, or Buyer has signed a retail installment contract or security agreement and it has been accepted by a bank or finance company, at which time title passes to Buyer even though the actual delivery of the unit purchased may be made at a later date.
3. REAPPRAISAL OF TRADE-IN. If Buyer is making a trade-in and it is net delivered to Dealer at the time of the original appraisal and it later, on its delivery, it appears to Dealer that there have been material changes made in the furnishings or accessories, or in its general physical condition, Dealer may make a reappraisal. Buyer understands and agrees that this later appraisal value will then determine the allowance made for Buyer's trade-in.
4. FAILURE TO COMPLETE A PURCHASE. If Buyer fails or refuses to complete this purchase within the time frame specified in this contract or as specified in the Uniform Commercial Code of the state in which Buyer signs this contract, or within an agreed upon extension of time, for any reason (other than cancellation because of any increase in price), Dealer may keep that portion of Buyer's cash deposit which will adequately compensate Dealer for Dealers actual, consequential, and incidental damages, and all other damages, expenses, or losses which Dealer incurs because Buyer fails to complete Buyer's purchase. If Buyer has not given Dealer a cash deposit or it is inadequate and Buyer has given Dealer a trade-in, Dealer may sell the trade-in at public or private sale, and deduct from the money received an amount that will adequately compensate Dealer for any and all of the above mentioned damages, expenses, and losses incurred because Buyer failed to complete this purchase. Retention of any portion of the cash deposit or the application of sale proceeds shall be in addition to, and not to the exclusion of any other remedies Dealer may have at law. Buyer understands that Dealer shall have all the rights of a seller upon breach of contract under the Uniform Commercial Code, except the rights to seek and collect "liquidated damages" under Section 2-718. If Dealer prevails in any legal action which Dealer brings against Buyer, or which Buyer brings against Dealer, concerning this contract, Buyer agrees to reimburse Dealer for Dealer's reasonable attorney's fees, court costs and expenses which Dealer incurs in prosecuting or defending against that legal action.
5. CHANGES BY MANUFACTURER. Buyer understands that the manufacturer may make any changes in the model, or the designs, or any accessories and parts from time to time, and at any time, if the manufacturer does make changes, neither Dealer nor the manufacturer are obligated to make the same changes in the unit Buyer is purchasing and covered by this order, either before or after it is delivered to Buyer.
6. TAXES. Buyer understands that the price of the boat or rig Buyer is purchasing does not include any tax or taxes imposed by any governmental agency or authority prior to or at the time of delivery unless it is written on the other side of this contract. Buyer assumes and agrees to pay, unless prohibited by law, any and all taxes, except income taxes, that may be charged on Buyer's purchase, regardless of the person having the primary tax liability.
7. DELAYS. Buyer will not hold Dealer liable for delays caused by manufacturer, accidents, strikes, fires, or any other cause beyond Dealer's control.
8. INSPECTION. Buyer has examined the boat or rig and finds it suitable for Buyer's particular needs. Buyer has relied upon Buyer's own judgement and inspection in determining that it is of acceptable quality.
9. INSURANCE. Buyer understands that Buyer is not covered by insurance on the boat or rig purchased on the front of this contract and that it is Buyer's responsibility to secure insurance. Buyer will not hold Dealer responsible for any claims due to loss or damage whatsoever.
10. WARRANTIES AND EXCLUSIONS. BUYER UNDERSTANDS THAT THERE MAY BE WRITTEN WARRANTIES COVERING THE RIG PURCHASED, OR ANY COMPONENT(S), WHICH HAVE BEEN PROVIDED BY THE MANUFACTURERS. DEALER HAS GIVEN BUYER AND BUYER HAS READ AND UNDERSTANDS A STATEMENT OF THE TYPE OF WARRANTY COVERING THE RIG PURCHASED AND/OR COMPONENT(S) BEFORE BUYER SIGNED THIS SALES CONTRACT. THERE IS NO EXPRESS WARRANTY ON USED RIGS, EXCEPT WHERE PROHIBITED BY LAW: (I) DELIVERY BY DEALER TO BUYER OF THE WARRANTY BY THE MANUFACTURER OF THE RIG PURCHASED, OR ANY COMPONENT(S) DOES NOT MEAN DEALER ADOPTS THE WARRANTY(S) OF SUCH MANUFACTURER(S). (II) BUYER ACKNOWLEDGES THAT THESE EXPRESS WARRANTIES MADE BY THE MANUFACTURER(S) HAVE NOT BEEN MADE BY DEALER EVEN IF THEY SAY DEALER MADE THEM OR SAY DEALER MADE SOME OTHER EXPRESS WARRANTY. AND (III) DEALER IS NOT AN AGENT OF THE MANUFACTURER(S) FOR WARRANTY PURPOSES EVEN IF DEALER COMPLETES, OR ATTEMPTS TO COMPLETE REPAIRS FOR THE MANUFACTURER(S). EXCEPT IN WV, MS, WI OR WHERE OTHERWISE PROHIBITED BY LAW: (I) BUYER UNDERSTANDS THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED BY DEALER FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE RIG OR ANY COMPONENT CONTAINED THEREIN, (II) BUYER UNDERSTANDS THAT DEALER MAKES NO WARRANTIES WHATSOEVER REGARDING THIS RIG OR ANY COMPONENT CONTAINED THEREIN, AND (III) BUYER UNDERSTANDS THAT DEALER DISCLAIMS AND EXCLUDES FROM THIS TRANSACTION ALL WARRANTY OBLIGATIONS WHICH EXCEED OR EXIST OVER AND ABOVE THE LEGAL WARRANTIES REQUIRED BY APPLICABLE STATE LAW.
11. LIMITATION OF DAMAGES. EXCEPT IN WV AND ANY OTHER STATE -WHICH DOES NOT ALLOW THE LIMITATION OF INCIDENTAL, AND/OR CONSEQUENTIAL DAMAGES, THE FOLLOWING LIMITATION OF DAMAGES SHALL APPLY. IF ANY WARRANTY FAILS BECAUSE OF ATTEMPTS AT REPAIR ARE NOT COMPLETED WITHIN A REASONABLE TIME. OR ANY REASON ATTRIBUTED TO THE MANUFACTURER, INCLUDING MANUFACTURERS WHO HAVE GONE OUT OF BUSINESS, BUYER AGREES THAT IF BUYER IS ENTITLED TO ANY DAMAGES AGAINST DEALER, BUYER'S DAMAGES ARE LIMITED TO THE LESSER OF EITHER THE COST OF NEEDED REPAIRS OR REDUCTION IN THE MARKET VALUE OF THE RIG CAUSED BY THE LACK OF REPAIRS, BUYER ALSO AGREES THAT ONCE BUYER HAS ACCEPTED THE RIG, EVEN THOUGH THE MANUFACTURER(S) WARRANTY DOES NOT ACCOMPLISH ITS PURPOSE. THAT BUYER CANNOT RETURN THE RIG TO DEALER AND SEEK A REFUND FOR ANY REASON.
12. TRADE-INS. If Buyer is trading in a used boat or rig. Buyer agrees and certifies:
 - a. On the date of the contract, the trade-in will become Dealer's property and Buyer will deliver to Dealer a certificate of title or registry or award of number of Buyers trade-in showing name of the sole owner, together with proper bill of sale or other instrument of transfer sufficient to transfer title to Dealer, along with the delivery of the boat or rig to Dealer's place of business.
 - b. If Buyer's Trade-in is registered or licensed in a State outside of the one where this order is written, Buyer will immediately have the trade-in licensed and/or registered in the state Dealer indicates and Buyer will pay any and all expenses and registration or licensing fees required. If Dealer handles the registration or licensing of the trade-in, Buyer will reimburse Dealer for the expenses on demand, or Dealer may add that amount to this contract as if it had been originally included.
 - c. BUYER CERTIFIES that this unit or rig is solely owned by Buyer and that there are no liens or claims against Buyer's boat or rig except for those noted on the other side of this contract, and that all taxes of every kind have been fully paid, in the event any government agency makes a levy or claims a tax lien or demand against Buyer's trade-in, Dealer may at Dealer's option, either pay it and Buyer will reimburse Dealer on demand, or Dealer may add that amount to the Contract.
 - d. BUYER FURTHER CERTIFIES that the trade-in is seaworthy, and that its equipment is in sound running condition, that the engine block, manifold and cylinder head(s) are each free of cracks or defects. Buyer understands that if within 30 days after delivery of Buyer's trade-in, Dealer finds that the boat is not seaworthy or the equipment is not in acceptable condition that Dealer may, at Dealer's option cancel this contract or make such repairs or replacements as are necessary to place it in saleable condition and deduct the cost thereof from the trade-in allowance. In the event the trade-in-allowance is adjusted and the purchase price has been paid in full, then Buyer will be liable to Dealer for the value of the adjustment, and such sum must be paid to Dealer within 30 days of written demand therefor.
13. BROKERED BOATS. Buyer understands that all brokered and used boats or rigs are sold "as is" and the Dealer makes no warranty whatsoever unless in writing on the other side Buyer has examined The used boat or rig and Buyer is satisfied with its condition and the optional equipment and accessories included with it is in good working order.
14. IN THE EVENT THAT FOR ANY REASON BUYER WOULD BE RIGHTFULLY AUTHORIZED TO REJECT ANY SEPARATELY DESCRIBED ITEM BEING PURCHASED HEREUNDER, BUYER AGREES THAT BUYER WILL STILL BE OBLIGATED TO ACCEPT AND PURCHASE ALL OTHER ITEMS AND MAY NOT REJECT OR REFUSE TO PURCHASE THE REMAINDER OF SUCH ITEMS.
15. THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS CONTRACT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN DEALER AND BUYER AND THAT NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN. HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS CONTRACT OF SALE.

Buyer: x _____ Co-Buyer: x _____