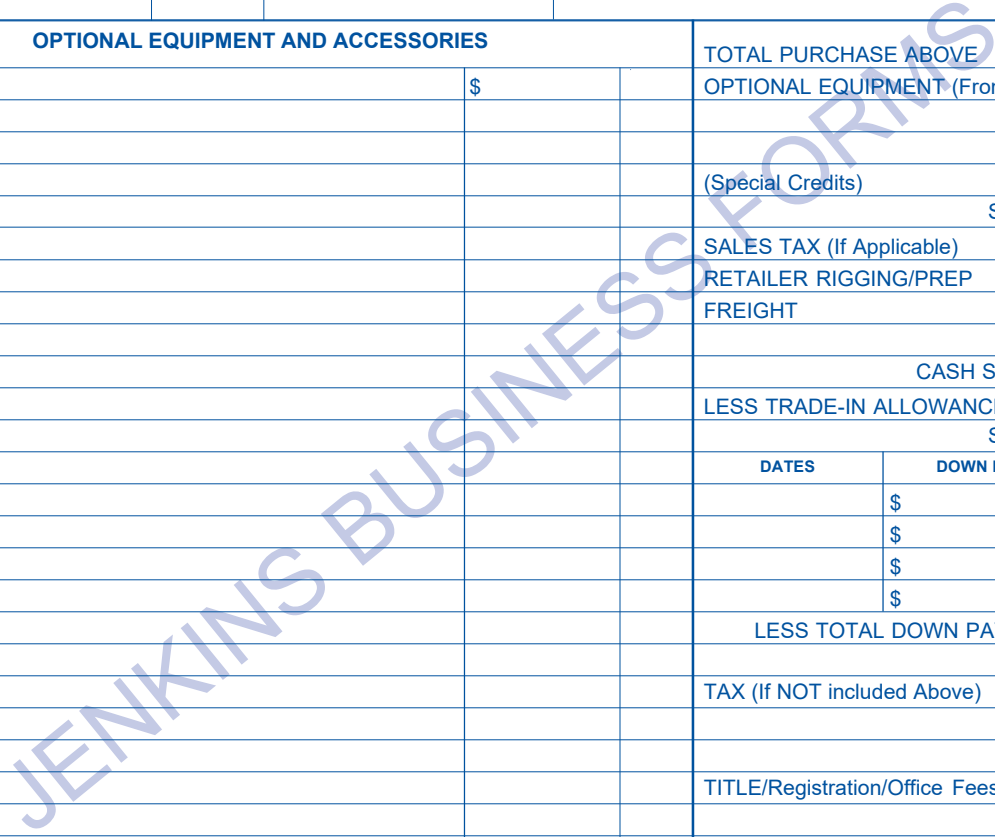




COMPANY NAME

ADDRESS
CITY STATE ZIP
PHONE & FAX
ADVERTISING LINE

| | | | | | | | |
|---|--|------------------------|--|---------------------------------|--|--|--|
| BUYER(S) | | HOME PHONE | | BUSINESS PHONE | | DATE SOLD | |
| ADDRESS | | CITY | | COUNTY | | STATE ZIP | |
| SALESPERSON | | PROPOSED DELIVERY DATE | | DELIVERY INSTRUCTIONS | | | |
| HULL MATERIAL(S) | | COLOR | | DECK | | H.I.N. STOCK NO. | |
| MANUFACTURER OF BOAT | | YEAR | | MODEL & SIZE | | SERIAL NO. <input type="checkbox"/> NEW <input type="checkbox"/> USED \$ | |
| MANUFACTURER OF MOTOR | | YEAR | | MODEL & SIZE | | SERIAL NO. <input type="checkbox"/> NEW <input type="checkbox"/> USED \$ | |
| MANUFACTURER OF TRAILER | | YEAR | | MODEL & SIZE | | V.I.N. <input type="checkbox"/> NEW <input type="checkbox"/> USED \$ | |
| OPTIONAL EQUIPMENT AND ACCESSORIES | | | | TOTAL PURCHASE ABOVE | | \$ | |
| | | | | OPTIONAL EQUIPMENT (From Below) | | | |
| | | | | (Special Credits) | | | |
| | | | | SUB-TOTAL | | \$ | |
| | | | | SALES TAX (If Applicable) | | | |
| | | | | RETAILER RIGGING/PREP | | | |
| | | | | FREIGHT | | | |
| | | | | CASH SALE PRICE | | \$ | |
| | | | | LESS TRADE-IN ALLOWANCE | | | |
| | | | | SUB-TOTAL | | \$ | |
| | | | | DATES | | DOWN PAYMENTS | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | LESS TOTAL DOWN PAYMENTS | | \$ | |
| | | | | NET SALE | | \$ | |
| | | | | TAX (If NOT included Above) | | \$ | |
| | | | | | | \$ | |
| | | | | TITLE/Registration/Office Fees | | \$ | |
| | | | | | | \$ | |
| | | | | UNPAID BALANCE | | \$ | |
| OPTIONAL EQUIPMENT CARRIED FORWARD | | | | \$ | | | |
| <input type="checkbox"/> WHEN THIS BOX IS CHECKED, BUYER UNDERSTANDS THAT THE UNIT BUYER IS BUYING FROM DEALER DESCRIBED ABOVE IS BEING SOLD TO BUYER "AS IS" AND BUYER ACCEPTS THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS UNIT AND THAT BUYER DID USE BUYER'S OWN JUDGEMENT AND INSPECTION. | | | | | | | |
| DESCRIPTION OF TRADE-IN | | | | | | | |
| BOAT MANUFACTURER | | YEAR | | SIZE | | H.I.N. | |
| | | | | | | \$ | |
| MOTOR MANUFACTURER | | YEAR | | H.P. | | SERIAL NO. | |
| | | | | | | \$ | |
| TRAILER MANUFACTURER | | YEAR | | SIZE | | V.I.N. | |
| | | | | | | \$ | |
| AMOUNT OWING | | TO WHOM | | | | | |
| \$ | | | | | | | |
| TOTAL TRADE-IN ALLOWANCE | | | | \$ | | | |
| ANY DEBT I OWE ON THE TRADE-IN IS TO BE PAID BY <input type="checkbox"/> DEALER <input type="checkbox"/> BUYER | | | | | | | |
| COMPANY NAME _____ DEALER <small>Not Valid Unless Signed and Accepted by an Officer or An Authorized Agent of the Company</small> | | | | | | | |
| BY: _____ <small>Approved, Subject to acceptance of financing by bank or finance company.</small> | | | | | | | |
| REMARKS: Liquidated Damages are agreed to be \$ _____ or 10% of the cash price, whichever is greater. REFER TO PARAGRAPH #4 ON THE REVERSE SIDE OF THIS CONTRACT. NOTE: WARRANTY AND EXCLUSIONS AND LIMITATIONS OF DAMAGES ON THE REVERSE SIDE. Dealer and Buyer certify that the additional terms and conditions printed on the other side of this contract are agreed to as a part of this agreement the same as if printed above the signature. Buyer certifies that the optional equipment, accessories and insurance, if any, has been voluntarily purchased by Buyer. Buyer's trade-in is free from all liens and encumbrances whatsoever, except as Buyer has indicated herein (See Par. #3 and #12 on the back of this Agreement). Dealer and Buyer agree that if any paragraph or provision should violate the law and/or is unenforceable, the rest of this contract will remain valid. BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS ORDER AND THAT BUYER HAS READ THE BACK OF THIS AGREEMENT. BUYER ALSO AGREES THAT THE BALANCE WILL BE PAID BY <input type="checkbox"/> CASH, <input type="checkbox"/> BANK DRAFT, <input type="checkbox"/> CERTIFIED CHECK, OR BY THE EXECUTION OF A <input type="checkbox"/> RETAIL INSTALLMENT CONTRACT, OR A SECURITY AGREEMENT AND ITS ACCEPTANCE BY A FINANCING AGENCY. | | | | | | | |
| SIGNED _____ BUYER(S) | | | | | | | |
| SIGNED _____ BUYER(S) | | | | | | | |



ADDITIONAL TERMS AND CONDITIONS

Buyer understands 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 FURTHER AGREES (Continued from other side of Agreement):

1. **IF NOT A 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 Agreement, 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 not delivered to Dealer at the time of the original appraisal and if 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 to complete this purchase within the time frame specified by the agreed upon terms of this contract or as specified in the Uniform Commercial Code of the State of Dealer's jurisdiction or within an agreed upon extension of time, for any reason (other than cancellation because of an increase in price), Dealer may keep, as liquidated damages, the greater of the amount entered in the Liquidated Damages box on page one of this Agreement, or 10% of the cash price. Buyer agrees that said amount is reasonable in light of the anticipated or actual harm caused by the breach, the difficulties of proof of loss, and the inconvenience or nonfeasibility of otherwise obtaining an adequate remedy. In addition to such liquidated damage amount, in the event legal action is brought by the Dealer for the enforcement of the terms of this agreement or that the purchase agreement shall be referred to attorney who takes action in any manner to enforce set agreement, Buyer agrees to pay reasonable attorneys fees and court costs incurred by the Dealer.
- 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.
5. **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 Agreement. 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.
6. **DELAYS.** Buyer will not hold Dealer liable for delays caused by manufacturer, accidents, strikes, fires, or any other cause beyond Dealer's control.
7. **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.
8. **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 UNDERSTOOD A STATEMENT OF THE TYPE OF WARRANTY COVERING THE RIG PURCHASED AND/OR COMPONENT(S) BEFORE BUYER SIGNED THIS SALES AGREEMENT. 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 this Agreement, 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 Buyer's 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 Agreement 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 Agreement, 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 Agreement.
 - 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 Agreement or make such repairs or replacements as are necessary to place it in a saleable condition and deduct the cost thereof from the trade-in allowance.
13. **BROKERED BOATS.** Buyer understands that all brokered and used boats or rigs are sold "as-is" and that 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 that 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 AGREEMENT 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 AGREEMENT OF SALE.**