

Date: _____

SOLD TO: _____
 First Middle I. Last Phone

ADDRESS _____

Coquina Modular Houseboat

YEAR	MANUFACTURER	MODEL	SERIAL NUMBER

MODULE(S)	OPTION(S)	COLOR(S)

<p>BUYER IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL APPLICABLE LOCAL, STATE AND/OR FEDERAL TAXES. BUYER AGREES THAT THE BALANCE DUE ON DELIVERY WILL BE PAID BY CASHIER'S CHECK, WIRE TRANSFER, OR A TIME SALE. IF A TIME SALE, THIS AGREEMENT IS NOT FINAL AND BINDING ON SELLER UNLESS (1) BUYER'S CREDIT HAS BEEN APPROVED BY A BANK OR FINANCE COMPANY THAT AGREES TO PURCHASE A RETAIL INSTALLMENT CONTRACT BASED UPON THIS AGREEMENT, (2) APPROPRIATE FINANCING DISCLOSURES ARE MADE, AND (3) BUYER HAS EXECUTED A RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT. THIS AGREEMENT IS NOT FINAL AND BINDING ON SELLER UNLESS APPROVED AND SIGNED BY A MANAGER OF SELLER.</p> <p>ESTIMATED DELIVERY DATE: _____</p> <p>FOR SELLER: _____ <small>SALES CONSULTANT</small></p> <p>APPROVED: _____ <small>MANAGER</small></p>	TOTAL CASH DELIVERED PRICE	
	LESS DEPOSIT	
	PLUS TAXES	
	REGISTRATION AND TITLE SERVICE	
	BALANCE DUE	
<p>BUYER ACKNOWLEDGES RECEIVING A FULLY COMPLETED COPY OF THIS AGREEMENT. BUYER ACKNOWLEDGES READING AND UNDERSTANDING ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT. SEE THE REVERSE SIDE OF THIS AGREEMENT FOR IMPORTANT INFORMATION REGARDING LIMITATIONS OF WARRANTIES.</p> <p>SIGNED X _____ <small>BUYER</small></p> <p>SIGNED X _____ <small>BUYER</small></p>		

ADDITIONAL TERMS AND CONDITIONS

1. **MANUFACTURER'S WARRANTY.** The boat, motor and accessories sold pursuant to this Agreement are only subject to applicable manufacturer's warranties, if any, except as otherwise expressly provided in this Agreement.
2. **DISCLAIMER OF WARRANTIES: THE BOAT, MOTOR AND ACCESSORIES BEING PURCHASED PURSUANT TO THIS AGREEMENT ARE SOLD BY SELLER "AS IS" AND SELLER MAKES NO WARRANTIES ON ITS OWN BEHALF, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE,** *unless* Seller gives Buyer a written warranty on its own behalf or Seller enters into a service contract in connection with this sale or within 90 days of sale. If Seller gives Buyer a written warranty on its own behalf or enters into a service contract in connection with this sale or within 90 days of sale. then any implied warranties shall be limited in duration to the duration of Seller's written warranty or service contract. IN ALL CASES, SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE BREACH OF THIS AGREEMENT, ANY EXPRESS OR IMPLIED WARRANTY OR OTHERWISE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
3. **DELIVERY.** Buyer understands that Seller may not have in stock the boat, motor and/or accessories being purchased pursuant to this Agreement, and that Seller may have to order such boat, motor, and/or accessories from the manufacturer. In such event, Buyer agrees that the delivery date specified on the reverse side hereof is subject to any delays, from whatever cause occurring in the manufacturer's delivery of the boat, motor, and/or accessories to Seller. Buyer further agrees that Seller shall not be liable for any delay caused by circumstances beyond Seller's reasonable control, nor shall any such delay be grounds for cancellation of this Agreement. If the boat, motor, and/or accessories have not been received by Seller by the specified delivery date, Seller agrees to notify Buyer when such boat, motor and/or accessories are ultimately received by it. Buyer agrees to take delivery of the boat, motor and/or accessories from Seller, and to pay the balance of the purchase price prior to delivery. The boat, motor and accessories purchased pursuant to this Agreement are delivered F.O.B. at Seller's location designated on the front side of this Agreement. Delivery of the boat, motor and/or accessories being purchased pursuant to this Agreement is subject to payment in full of the balance due.
4. **BUYER'S FAILURE: LIQUIDATED DAMAGES.** If Buyer fails to take delivery and pay the full balance, then Buyer agrees to pay (a) Seller interest on the balance due at the lesser of eighteen percent per annum or the maximum rate permitted to be contracted for by applicable law, and (b) a per diem storage charge, until Buyer pays the balance of the purchase price. Alternatively, Seller shall have the right to cancel this Agreement without further notice to Buyer. In the event of such cancellation, Buyer shall thereupon become indebted to Seller in an amount equal to all sums received by Seller as deposits, and that Seller may retain said deposits as and for liquidated damages within the meaning of section 2-718 of the Uniform Commercial Code. Buyer agrees that the amount of such liquidated damages is reasonable in light of the anticipated or actual harm

caused by failure, the difficulty of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy.

5. **PRIOR USE.** Buyer acknowledges that a new boat being purchased pursuant to this Agreement may have hours of use prior to delivery to Buyer. This use may be the result of pretesting of the boat by the manufacturer, Seller, or potential buyers, as well as on-water transportation of the boat to the delivery site.
6. **MODEL OR DESIGN CHANGES.** Buyer understands that the manufacturer retains the right to make minor changes in the model or design of its new boats, as well as its accessories, at any time. Buyer agrees that any such changes will not obligate either Seller or the manufacturer to make corresponding changes in the particular boat, motor, and/or accessories covered by this Agreement, either before or after the delivery thereof to Buyer.
7. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and no other verbal, written or printed representation, claims of inducements are incorporated into this Agreement, unless in writing and signed by both parties. This Agreement supersedes any prior Purchase Agreement between Buyer and Seller for the purchase of a boat, motor, and/or accessories that had not been consummated. Except as specifically set forth in this Agreement, Seller disclaims any representations or statements by any agents, employees or representatives, whether verbal or in writing, in advertisements or brochures. and Buyer has not relied upon any such representations or statements.
8. **ATTORNEY'S FEES.** In the event it is necessary for Seller to employ an attorney to enforce any of the terms of this Agreement or to defend any lawsuit arising out of this Agreement, then Buyer shall pay all of Seller's costs, including reasonable attorney fees, whether incurred in trial, appellate or bankruptcy court proceedings, plus court costs, deposition, investigation and travel expense and any other necessary expenses unless a judgment is entered against Seller for the complete relief sought in any complaint or pleading.
9. **GOVERNING LAW. THE PARTIES AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH SELLER'S LOCATION DESIGNATED ON THE FRONT SIDE OF THIS ORDER IS SITUATED.**
10. **ASSIGNMENT.** This Agreement may not be assigned by the Buyer without the express written approval of the Seller.
11. **MISCELLANEOUS.** If any provision of this Agreement is held invalid, such invalidity shall not affect other provisions. Where a provision can be construed as valid, it shall be so construed. Seller is an independent business enterprise and not an agent of its distributor or the manufacturer and no party to this Agreement shall make such a claim. This Agreement will be binding on the parties and their respective heirs, legal representatives, successors and assigns.

ARKTIDE LIMITED WARRANTY

Arktide, LLC warrants to the original retail owners of its houseboats, if purchased from an authorized Arktide dealer and operated under normal, non commercial use ("Boat"), that the selling dealer will repair or replace, at its sole discretion, any defects in material or workmanship in the Arktide Houseboat that are reported within the applicable warranty periods set out below, subject to the remedies, exclusions, and limitations in this limited warranty

1. **Limited Structural Hull/Deck Warranty.** Repair any structural deck or hull defect as defined below ("Structural Hull/Deck Defect"), which is caused by a defect in factory materials or workmanship and reported within twenty (20) years of the date of delivery to the original retail owner. The "Hull" shall mean the single concrete shell and integral structure within that shell, including stringers, floorboards and related structural reinforcements, all of which are below the hull flange (i.e.. gunwale). The "Deck" shall mean the concrete shell and integral concrete structural components above the hull flange (i.e.. gunwale). A Structural Hull/Deck Defect shall mean a substantial defect in the boat's Hull/Deck which causes the boat to be unfit or unsafe for general use as a pleasure craft under normal operating conditions.
2. **Limited Warranty on Specific Parts.** Repair or replace any parts, not covered by the limited warranty referenced above, which are defective in factory material or workmanship and reported within one (1) year of date of delivery to the original retail owner.

SOLE REMEDY

THE REMEDY OF REPAIR OR REPLACEMENT OF PARTS OR MATERIALS THAT ARE FOUND TO BE DEFECTIVE IN FACTORY MATERIALS OR WORKMANSHIP COVERED BY THIS LIMITED WARRANTY SHALL CONSTITUTE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST ARKTIDE FOR ANY CLAIMS WHATSOEVER OF ECONOMIC LOSS RESULTING FROM PRODUCT FAILURE. In keeping with environmental policies and practices, Arktide reserves the right to utilize reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part and warranted for the remainder of the original warranty period. In no event shall any repair or replacement under this Limited Warranty exceed the fair market value of the product as of the date of the owner's claim. Acceptance of any product returned or any refund provided by Arktide shall not be deemed an admission that the product is defective. Products that are replaced become the property of Arktide.

EXCLUSIONS

Except as expressly set out herein, all warranties provided by the manufacturers and distributors of components, equipment, and parts on the boat (collectively "Component Manufacturers") are hereby assigned to the owner, to the extent permitted by the Component Manufacturers, as the owner's sole and exclusive remedy with respect to such items. This Warranty does not apply to any boat which has been salvaged or declared a total loss or constructive total loss for any reason not covered in this limited warranty. This warranty also does not apply to the following items:

1. Engines, controls, propellers, batteries, trailers or other equipment or accessories which are not installed by Arktide or which carry their own individual warranties;
2. Rainwater leakage, including rainwater leakage through windows and doors;
3. Window damage or breakage;
4. Damage or deterioration of cosmetic surface finishes, including scratches, gouges, chips, discoloration, fading or oxidation of coatings, wood finishes (varnishes, stains and paints), wooden and laminated components including cabinets, panels and doors), fabrics, vinyl, plastics, corian, karadon, plated or painted metal and stainless steel finishes, or zinc anodes;
5. Damage, shrinkage (fit), wear and tear, or deterioration of carpet, upholstery, cushions, graphics(tape, decals, logos, stripes), and enclosures, and weather covers including rainwater leakage;
6. Any Arktide boat initially sold at retail by a party other than an authorized Arktide dealer;
7. Any Arktide boat which has been used for military purposes, or overpowered according to the maximum horse-power specifications recommended by Arktide;

8. Any Arktide boat which has been altered or modified from Arktide factory specifications;
9. Any Arktide boat used for Commercial Purposes (Commercial Purposes, as used herein, includes but is not limited to any for-profit use);
10. Any failure or defect caused by an accident; product abuse or misuse; improper rigging and installation by the owner or any other entity not being an authorized dealer's failure of the owner to use, maintain, or store the boat as specified in the Arktide owner's manual, and any other failure to provide reasonable care and maintenance,
11. Any transportation, haul out, fuel, or other expenses incurred in returning the boat to the selling dealer or to the Arktide factory for warranty service;
12. Any representation or implication relating to speed, range, fuel consumption or estimated performance characteristics; and
13. Any failure or defect caused by an act of nature resulting in damage, cost, or expense;
14. Any failure or defect arising from a previous repair made by a non-authorized service provider;
15. Cost of any repair by a non-authorized service provider unless pre-approved by Arktide;
16. Any item exceeding the expressed coverage limits specified in any Arktide limited warranty;
17. Any modifications to a Arktide Boat based on design or manufacturing changes, or standard options, accessories for warranties added, improved, or revised from previous Arktide Boats. Arktide reserves the right to change or improve the design or manufacture of Arktide boats without any obligation to modify previous boats: and
18. Any defect or repair requiring redesign of the Boat, except pursuant to the recall provisions of the United States Federal Boat Safety Act of 1976 or the recall laws of another foreign jurisdiction.

OTHER LIMITATIONS

EXCEPT AS SET FORTH HEREIN OR ON ANY OTHER WRITTEN EXPRESS LIMITED WARRANTIES BY ARKTIDE, THERE ARE NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED PROVIDED BY ARKTIDE ON THIS BOAT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY, ARE EXPRESSLY EXCLUDED. ARKTIDE FURTHER DISCLAIMS ANY LIABILITY FOR ECONOMIC LOSS ARISING FROM CLAIMS OF PRODUCT FAILURE, NEGLIGENCE, DEFECTIVE DESIGN, MANUFACTURING DEFECT, FAILURE TO WARN AND/OR INSTRUCT, LACK OF SEAWORTHINESS, AND ANY OTHER THEORY OF LIABILITY NOT EXPRESSLY COVERED UNDER THE TERMS OF THIS LIMITED WARRANTY.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS DISCLAIMED. TO THE EXTENT THE IMPLIED WARRANTY CANNOT BE DISCLAIMED, IT IS LIMITED TO THE SHORTER OF ONE YEAR FROM THE DATE OF DELIVERY TO THE FIRST RETAIL OWNER OR THE DURATION OF THE RESPECTIVE EXPRESS LIMITED WARRANTIES STATED HEREIN. TO THE EXTENT ALLOWED BY LAW, NEITHER ARKTIDE NOR THE SELLING DEALER SHALL HAVE ANY RESPONSIBILITY FOR LOSS OF USE OF THE BOAT, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT BE APPLICABLE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT BE APPLICABLE. THIS WARRANTY GIVES THE OWNER SPECIFIC LEGAL RIGHTS, AND THE OWNER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY. RETAIL CUSTOMERS IN THE EUROPEAN ECONOMIC AREA (EEA) MAY HAVE LEGAL RIGHTS UNDER APPLICABLE NATIONAL LEGISLATION REGARDING THE SALE OF CONSUMER GOODS WHICH ARE NOT AFFECTED BY THIS LIMITED WARRANTY. THE RETAIL CUSTOMER'S LEGAL RIGHTS UNDER ANY APPLICABLE NATIONAL LEGISLATION REGARDING THE SALE OF CONSUMER GOODS SHALL NOT BE AFFECTED. Information on authorized BEA dealers and EA Privacy may be obtained by contacting Arktide and on www.arktide.org.

STATUTE OF LIMITATIONS

Any action for rescission or revocation against Arktide shall be barred unless it is commenced within one (1) year from the date of accrual of such cause of action. This provision does not grant any consumer a right of rescission or revocation against Arktide, where such right does not otherwise exist under applicable law. Some states may not allow the applicable statute of limitations for rescission or revocation to be reduced, so this provision may not apply to each retail owner.

OWNERS OBLIGATIONS

The original owner or any subsequent owner who has been approved for a warranty transfer should contact the selling Arktide dealer to schedule an appointment for warranty repairs. If the original selling dealer is no longer authorized or is no longer in business, contact Arktide directly for assistance. The Owner must notify Arktide of any boat being repaired by an authorized Arktide dealer which has been at the dealership for fifteen (15) days, or of any claimed defect which was not corrected after one repair attempt. Arktide must receive written notice of any warranty claims from the owner prior to the expiration of the owner's limited warranty, and the owner must allow Arktide an opportunity to repair or replace on the terms of this Limited Warranty.

REGISTRATION AND WARRANTY TRANSFER POLICY

Please submit the product registration card within 30 days of delivery of the boat in order to activate warranty coverage. This Express Limited Warranty extends only to the first retail owner. The unexpired term of this limited warranty may be transferred to a subsequent owner upon the new owners request, except this limited warranty will not transfer to any subsequent owner of a boat which has been salvaged or resold after declaration of a total loss or a constructive total loss, i.e. the cost of repair exceeds the value of the boat. The new owner can submit this request, free of charge via the arktide.org website or through a local authorized Arktide Dealer where processing fees may be applied. Arktide reserves the right to reject any warranty transfer request for a boat that has been damaged, neglected, or otherwise previously excluded from warranty.

MODIFICATIONS & SEVERABILITY

The terms and conditions contained herein, as well as those of any documents prepared in conjunction with the sale of this vessel may not be modified, altered, or waived by any action, inaction, or representations, whether oral or in writing, except upon the expressed, written authority of a management level employee of Arktide. The invalidity or unenforceability of any one or more of the provisions herein shall not affect the validity and enforceability of the other provisions.

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