

Hampton Watercraft & Marine
44 Newtown Rd, PO BOX 1010
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631-728-8200 Phone 631

Tax ID # 11-3001705

631-728-0019 Fax

Marine Purchase Agreement

Facility #: 7049839

INVOICE #:[illegible]

ADDITIONAL TERMS AND CONDITIONS

It is further understood and agreed:

The order on the reverse side hereof is subject to the following terms and conditions, all of which have been mutually agreed upon:

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.

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.

The manufacturer has the right to make any model, design, parts, or accessory changes it sees fit. These changes shall not affect the equipment ordered by the Agreement, nor may Buyer require Seller or manufacturer to include these changes in his/her order.

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.

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.

If the trade-in is not licensed and registered in the state where this Agreement is executed, Buyer shall immediately register and license the trade-in in said state. If Seller incurs any expenses connected with the licensing and registration of the trade-in, Seller may pay such expenses and be reimbursed therefore by Buyer or increase the purchase price by the amount of such expense.

Seller shall retain the right to make a reappraisal of the trade-in if it is not delivered to 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.

This agreement shall be governed by the Uniform Commercial Code as 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 thirty (30) days of the execution of this agreement or an agreed extension date, the cash deposit put down and trade-in (if applicable) by the Buyer will be used 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 retain the proceeds as compensatory damages..

Warranties. EXCEPT TO THE EXTENT REQUIRED BY STATE LAW, SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS 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 the manufacturer. A copy of any applicable manufacturer's warranty shall be delivered by Seller to Buyer.

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.

The following provisions shall be incorporated in the Agreement if Seller accepts Buyer's trade-in and allows Buyer a trade-in allowance:

Buyer certifies that the trade-in belongs exclusively to him/her. In addition, Buyer warrants that he/she has authority to transfer title to the trade-in to Seller and that there are no liens or encumbrances on the trade-in other than those disclosed on page 1 of this Agreement.

Buyer certifies that the trade-in is seaworthy and that its accessories and equipment are in good working order. Buyer also certifies that the trade-in's engine block, manifolds and cylinder head are not cracked or otherwise defective.

The trade-in shall become Seller's property when this Agreement is fully executed.

On the date this Agreement is executed, Buyer shall deliver to Seller all instruments of title to the trade-in along with a proper bill of sale or any other instrument necessary to transfer proper title of the trade-in to Seller.

If within thirty (30) days of the date when Buyer delivers the trade-in to Seller, Seller discovers that the trade-in or any of its accessories and equipment are in a defective or an unacceptable

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.

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