

SALES AGREEMENT

This Sales Agreement (the “**Agreement**”) is made on _____, _____, by and between Allmand Boats Inc., a Florida corporation (“**Seller**”), and _____, a [insert state] [insert type of entity] (“**Buyer**”).

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Sale and Purchase.** Seller hereby sells, and Buyer hereby purchases, _____ (the “**Boat**”) upon the terms and conditions expressly set forth in this Agreement and the Terms and Conditions of Sale attached to this Agreement (the “**Terms**”), which are hereby incorporated by reference. Buyer acknowledges that all sales are final and that Buyer has limited and exclusive remedies as expressly set forth in the Terms.

2. **Purchase Price.** The purchase price for the Boat is \$_____ (the “**Purchase Price**”).

3. **Specifications; Changes.** The Boat will materially conform to the specifications expressly set forth in the attached **SPECIFICATIONS** (Exhibit A.). All changes to the Specifications must be in a writing signed by Seller and Buyer (a “**Change Order**”). Buyer acknowledges and agrees that any Change Order may result in an increase of the Purchase Price, and that any such increase will be set forth expressly in such Change Order.

4. **Estimated Time of Completion/Delivery.** Seller estimates that the Boat will be completed and available for delivery on or about _____, _____. Buyer acknowledges that this is only an estimate and not a guarantee of completion or delivery by a specified date. Shipping terms are as expressly set forth as part of the Specifications on **Exhibit A.**

5. **Entire Agreement; Amendment.** This Agreement (including the Terms) comprises the entire agreement between Seller and Buyer with respect to the Goods. No changes to this Agreement (including the Terms) or the Specifications will be valid unless set forth in a writing signed by Seller and Buyer.

SELLER:

Allmand Boats, Inc.

Signature: _____

Name: _____

Title: _____

BUYER:

Signature: _____

Name: _____

Title: _____

SPECIFICATIONS

INSERT SPECIFICATIONS HERE

INCLUDE SHIPPING TERMS HERE

TERMS AND CONDITIONS OF SALE

1. Applicability; Amendment. These terms and conditions of sale (these “**Terms**”) are the only terms that govern the sale of the goods (“**Goods**”) identified on the Sales Agreement to which these Terms are attached and which incorporates these Terms by reference (the “**Agreement**”). The Agreement (including these Terms) comprises the entire agreement between Seller and Buyer with respect to the Goods, constitutes the exclusive terms and conditions of the sale of the Goods from Seller to Buyer, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The terms of the Agreement prevail over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted a purchase order or such terms. The Agreement (including these Terms) may only be amended or modified in a writing which specifically states that it amends the Agreement (and these Terms) and is signed by an authorized representative of each party.

2. Completion; Delivery; Shipping Terms; Title and Risk of Loss. The estimated completion date and the estimated delivery date identified on the Agreement are estimates only and not a guarantee. Seller is not liable for any delays in completion or delivery, or loss or damage in transit. Seller will deliver the Goods FOB origin to the destination identified on the Agreement in accordance with the terms expressly set forth in the Agreement. Title and risk of loss passes to Buyer upon placement of the Goods with the carrier. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Ohio Uniform Commercial Code. Shipping destination may be changed if the original destination is not available. Example: shipping destination may be a port or city as agreed on at time of sale, but at some point, the shipping company is unable to deliver to the destination an alternate destination as close to the original destination will be arranged.

3. Payment Terms. The purchase price for the Goods is exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer will be responsible for all such charges, costs and taxes. Buyer will pay all invoiced amounts due to Seller within 30 days from the date of Seller’s invoice in US funds by wire transfer or other immediately available funds. Buyer will pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. *Buyer will reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees.* Buyer will not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller’s breach, bankruptcy or otherwise.

4. Inspection; Limited Warranty; Sole Remedy. Seller cannot guarantee but may be able to accommodate inspection prior to delivery upon prior written request. Buyer must inspect the Goods upon receipt or Seller may provide and Buyer may agree to a third party inspection service report inspection prior to receipt that will serve as acceptance of goods by the buyer. Buyer will be deemed to have accepted the Goods unless Buyer notifies Seller in writing within 24 hours of receipt that the Goods do not materially conform to the Limited Warranty (as defined below). Seller warrants to Buyer that the Goods will materially conform to the specifications set forth in Exhibit A on the date of shipment of the Goods (the “**Limited Warranty**”). Notwithstanding the Limited Warranty or anything in this Agreement to the contrary, the parties acknowledge and agree that the Goods may have cosmetic blemishes, including, but not limited to, blisters or scratches in the gloss coat, and that any such cosmetic blemishes do not constitute a breach of the Limited Warranty. The Seller will not be liable for a breach of the Limited Warranty unless: (i) Buyer gives the written notice required above; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller’s place of business at Seller’s cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer’s claim that the Goods do not materially conform to the Limited Warranty. The Seller will not be liable for a breach of the Limited Warranty if: (i) Buyer makes any use of the Goods after giving the required notice; (ii) the defect arises because Buyer failed to follow Seller’s oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller. **EXCEPT FOR THE LIMITED WARRANTY, SELLER MAKES NO WARRANTY**

WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. THE SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY IS LIMITED TO REPAIR, COLLECTION OR REPLACEMENT, OR, AT SELLER'S OPTION, REIMBURSEMENT OF THE PURCHASE PRICE ACTUALLY PAID BY BUYER TO SELLER FOR THE GOODS.

5. LIMITATION OF LIABILITY. IN NO EVENT WILL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE GOODS OR THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE PURCHASE PRICE BUYER ACTUALLY PAID TO SELLER FOR THE GOODS. IN NO EVENT WILL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

6. Compliance with Law. Buyer will comply with all applicable laws, regulations and ordinances, including, but not limited to, all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

7. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

8. Force Majeure. The Seller will not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

9. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Ohio.

10. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement will be instituted in the federal courts of the United States of America or the courts of the State of Ohio in each case located in Hamilton County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

11. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

12. Miscellaneous. In cases where naval architect drawings and construction plans are not part of the agreement designs and accessories may be changed when unforeseen design issues arise or accessories availability becomes an issue. Warranty for installed accessories is limited to the seller's labor installing the accessory. Failure of the accessory is the responsibility of the accessory manufacture and not the seller. It is understood that the boat may need a degree of assembly at the buyer's destination. Even if the boat is sold as Turn Key some assembly may be required. Seller will provide a HIN when the seller installs the engine systems. If the buyer installs the engine systems the seller may at his option set guidelines for the buyer to obtain a HIN from the seller. In any case the seller will not affix a HIN to any hull or boat until the vessel has engine systems installed and the boat has been accepted and approved by the buyer to be fully functional and operational as intended.