



Reference Number: _____

Date: _____

Proposal Valid Until: _____

Tel Contact: +61 418 923 103

Order Form

Purchaser Information

Company (Optional): _____

First Name: _____

Last Name: _____

Address 1: _____

Address 2: _____

City: _____

State /Zip Code: _____

Country: _____

E-mail: _____

Mob Phone: _____

Add'l Phone: _____

Purchaser's Boat Information

Brand/Model: _____ Model Year: _____

LOA of Boat (m): _____ Depth of swim platform (mm): _____

Height of swim platform above water level (mm): _____

Tender/PWC to lift up

Brand/Model: _____ Beam: _____ Weight (kg): _____

Installation Details (by the owner / other)

Details of your Presto Marine Lift

Model: Presto XL500 Presto L200

Lift type: Fixed System Length Rail: _____ (mm)

Rail System

Voltage: 24 Volt 12 Volt

Assistance with Installation required? Yes No

Options:

Extra Transmitter: _____

Other Colour (RAL): _____ (Standard colour is RAL9010)

Other Options: _____

Additional Notes:
(optional)

Total cost of the lift and options per above is as detailed in attached Invoice # _____

Delivery Terms: Delivery time is normally within 4 weeks from paid order. During high season delivery can be up to 6 weeks on standard products. This contract is subject to the terms and conditions of page 2&3.

Payment Terms: 100% payment due with completed order Form. Customer is responsible for the haul out of his /her boat.

I have read and agree to the MA Products AB, Terms and Conditions and Warranty associated with this order and installation (if applicable) as stated on pages 2 and 3 respectively, of this document.

Purchaser Signature Date

**MA Products AB.
ONE YEAR LIMITED WARRANTY**

MA Products AB. (MAP) warrants directly to the original purchaser of the lift system that the lift system shall be free of defects in material and workmanship for a period of one (1) year from the date of purchase. The express warranty hereunder is applied only to new lifts and/or lift equipment and is limited to the repair or replacement, at the sole discretion of MAP, of the defective parts provided that MAP receives written notice of such defect within one (1) year from the date of purchase. MAP shall not be responsible for any costs incurred in the removal or replacement of any parts or equipment under this warranty

THE FOLLOWING WILL VOID this express warranty.

1. Negligent use, treatment, or abuse, of the lift and/or lift equipment MAP reserves the right to determine what is considered normal use.
2. Failure to observe reasonable standards of safety as to use and personal injury precautions.
3. Failure to obtain adequate instruction from MAP as to use and/or installation and/or application.
4. Failure to observe reasonable precautions as to the corrosive effects of salt or partially saltwater environments.
5. Damage caused by accident, reasonable use, neglect, improper or unauthorized service, and modification of alteration of the system and/or lift equipment.

The remedies provided herein are the purchaser's sole and exclusive remedies. In no event shall MAP be liable for any direct, indirect, special, incidental, or consequential damages, whether based on contract, tort, or any other legal theory.

In any state, which does not allow the foregoing exclusion or limitation of incidental or consequential damages, the customer may have other remedies.

All indications, representations, and/or statements, written or verbal, by MAP and/or any other company or person as to weight bearing capacity of any lift and/or lift equipment is only an approximation and is not reflective of the actual weight bearing capacity of any particular lift and/or lift equipment in any particular application. Accordingly, extreme caution should be observed as to the application, installation, and use of the lift and/or lift equipment in order to be aware of and be in a position to minimize the potential ill effects of failure of a lift and/or lift equipment in any particular application or type of use to adequately perform and/or lift up the weight indicated by MAP or any other company or person as to be within the capacity of such lift and/or lift equipment.

It is the sole responsibility of the owner to properly and safely cradle and secure whatever boat, tender, personal watercraft, equipment or anything else placed on and/or lifted by the lift system. MAP shall not be responsible for any damage or injury to any boat, tender, personal watercraft equipment or anything else placed on, and or lifted by the lift system.

MAP shall not be responsible for the transom or other structural components on which it is mounted. Every boat is unique in its construction and MAP may make recommendations as to additional strength requirements. This in no way implies that MAP has endorsed, or is to be held accountable for these recommendations It is up to the owner/operator to properly monitor the boat's structural integrity at all times. Excessive loading and severe operation in heavy seas can contribute to damage beyond the design limits of the boat, as well as the MAP products.

If you should experience any difficulty with you lift system and/or lift equipment, contact your dealer or MAP as soon as possible for instructions and/or authorization on obtaining service under this warranty. In the event that the defective part is returned to MAP for repair or replacement under this Warranty or otherwise it shall be shipped prepaid by the owner. MAP will pay the costs of shipping back to the owner.

MA Products AB, Terms and Conditions

This Sales and Service Contract is subject to the terms and conditions contained in this agreement that shall constitute the entire contract between MA Products. Herein after referred to as "MAP", the vessel's owner and his representatives and/or agents, hereinafter referred to as "Purchaser."

MAP agrees to supply Purchaser with the equipment and/or services described herein, and the Purchaser agrees to purchase the said equipment and/or services. In the event that MAP is installing or repairing said equipment, Purchaser hereby authorized MAP to enter upon and operate the vessel and/or its equipment in order to install, repair, test, and inspect the equipment herein described.

LIEN: Until all amounts due MAP have been paid in full, MAP shall have a lien against the vessel described, including its engines and equipment, for equipment supplied and services performed. The Purchaser shall be responsible for reasonable attorney fees and all costs for collecting unpaid sums, whether in judicial proceedings and appeals there from or otherwise.

PAYMENT TERMS AND CONDITIONS: The Purchaser personally guarantees that all payments issued to MAP are good and negotiable tender. Purchaser agrees that should a payment be returned to MAP for whatever reason, MAP can seek immediate remedy against the Purchaser under the criminal and civil provisions of the Statutes in which the vessel is located. The Purchaser shall be responsible for all attorney fees and collection costs. Payments are due and payable to MAP upon completion of the work described in this Contract. If an invoice shall remain unpaid for 30 days, Purchaser hereby authorizes the contractor to remove all equipment and parts installed and/or repaired identified in the unpaid invoice. Purchaser shall remain responsible for all Labor charges incurred for installation and removal of described equipment and parts contracted for repair. Title to any equipment purchased shall not pass to the Purchaser until payment is made in full.

DISPUTE RESOLUTION: Any and all disputes must first be attempted to be resolved informally between Purchaser and MA Products AB., Notice of the dispute and of the facts must be given to MA Products AB. in written form and email to info@PrestoMarine.com. If the dispute cannot be resolved informally, Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC Institute") The language(s) to be used in the arbitral proceedings shall be English. The Rules for Expedited Arbitrations shall apply, unless the SCC Institute in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, which the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators.

SCOPE: This Sales and Service Contract include equipment and services described on the reverse side, plus additional or future equipment and services requested by the Purchaser and agreed to by MAP. The transom of the boat on which this lift is to be installed must be capable of supporting the weight of the lift system and the load it will be lifting. MAP makes no representation of the structural integrity of Purchaser's boat's transom.

HOLD HARMLESS: The Purchaser, his heirs and assigns, family, employees, invitees, and agents all parties of interest, shall and hereby do release, indemnify, defend and hold harmless MAP, its employees, agents, owners, representatives, assigns and successors for any and all liability for personal injury, loss of life or property damage arising out of the ordinary negligence of MAP in connection with MAP's installation, service work performed, or operation of the vessel, and/or for loss or damage to the Purchaser's vessel, engines, equipment and contents thereof due to fire, theft, vandalism, collision, boat yard equipment failure, windstorm, rain, hurricane, or other casualty loss. In the event of breach of contract by MAP, its agents, or employees MAPs liability for any and all damages suffered by Purchaser shall in no event exceed the amount of charges for the product sold to Purchaser. Such liability shall be discharged by an abatement of charges for the said product.

ACCESSORIES: Purchaser expressly agrees and understands that accessories are not a functional part of the system and if any accessory is not shipped or installed with the system for whatever reason, MAP will make every reasonable effort to ship or install said accessories as soon as possible. Purchaser may deduct only the cost of that accessory, as stipulated in this agreement, from the final payment until said accessory is delivered or shipped to Purchaser. All other payments shall be due and payable as specified in this agreement

SHIPPING: Purchaser agrees and understands that payment for all equipment and/or parts shall be due and payable in full prior to shipment from MAP's plant. MAP shall provide Purchaser with a copy of the bill of lading by fax, email, or otherwise as requested by Purchaser, Method of shipping shall be at the discretion of MAP unless specified in writing by Purchaser. All shipping charges will be collect to the Purchaser unless prepaid by as part of this agreement. Shipping will generally is by ground transportation on the North American Continent and by air otherwise. Shall make every reasonable effort to ship the equipment on the estimated shipping date, however, this date is only an estimate and unforeseeable circumstances may result in delays.

INSTALLATION: All costs incidental to the installation of the equipment shall be the sole responsibility of the Purchaser including, but not limited to, charges by the yard and/ or marina for hauling, blocking, launching and any and all other work requested by the Purchaser. All arrangements for the hauling of the vessel shall be the responsibility of the Purchaser unless Purchaser requests MAP to make arrangements and MAP agrees in writing.

SALES TAX: The Purchaser agrees that all applicable sales taxes will be the responsibility of the Purchaser. MAP is a Swedish corporation and is not responsible to collect sales or use taxes from any sales except in Sweden and private person in EU.

FAX AND COUNTERPARTS: A signature transmitted by telefax or the Internet, shall be deemed to have the same effect as an original signature. This agreement may be executed in counterparts.

ACCEPTANCE AND APPROVAL: I have read and agree to the terms and conditions of this Sales and Service Contract I hereby acknowledge that I have received, read and frilly understand the terms and conditions of the limited warranty. If not the vessel owner, the vessel is in my care, custody, and control. I am duly authorized by the owner to enter into this contract.

MA Products AB
Svanvik 220
SE-47172 Hjalteby
Sweden

Purchaser/Authorised representative of purchaser (please use capital letters)

Signature

Date