

Purchaser Information

Company (optional) _____

First Name _____

Last Name _____

Address _____

State _____ Postal Code _____

Email _____

Mobile _____

Additional Phone No. _____

Purchaser's Boat Information

Manufacturer _____

Model _____

Year of Manufacture _____

LOA of Boat (meters) _____

Depth of Swim Platform (mm) _____

Height of platform above waterline (mm) _____

Details of your RapiX 450

Options:

Stainless Steel Winch

Electric Winch

Total cost of the RapiX 450 plus options (if selected) and delivery is detailed in attached Invoice # _____

Delivery Terms: Delivery time from manufacture is normally within 4 weeks of receipt of paid order, but may be up to 6 weeks in high season. This contract of purchase is subject to the Prestomarine Terms and Conditions on page 2 of this Order Form.

Payment Terms: 100% payment due with completed Order Form.

I have read and agree to the above and to the Prestomarine Terms and Conditions associated with this order as detailed on page 2 of this document.

Purchaser Signature

Date

Responsibility for Equipment Selection

It is the Buyer's responsibility to inform Seller's about the technical details of the ship and answer any questions as far as reasonable. Based on these data it is the Seller's responsibility to select suitable equipment. In case the details received and used for the selection of the system specified under this offer or contract, are incorrect or should change at a later stage, the consequences on performance, equipment all costs involved shall be borne by the Buyer.

Limited Warranty

Prestomarine warrants that repairs required to Prestomarine Products due to defects in material or workmanship and occurring under normal use will be made at no charge during the applicable Warranty Period. This applies to Products brought to Prestomarine or a Prestomarine dealer for repair or replacement.

Limitations

No implied warranty of merchantability or fitness for a particular purpose shall apply except during the applicable period of this warranty.

Warranty period:

The Prestomarine Warranty period is twelve (12) months from date of system start up or twenty four (24) months from Prestomarine shipping date whichever comes first.

Limited Warranty Period Spare Parts:

Twelve (12) months from Prestomarine shipping date.

What This Warranty Covers

For a Product brought to Prestomarine or a Prestomarine dealer, Prestomarine agrees to repair or replace said Product found to be defective during the specific Warranty Period. A defective Product which is covered by this Warranty is a Product that is found to have an inherent defect which existed in the Product at the time of shipment from Prestomarine facility. Election of repair or replacement is at the sole discretion of Prestomarine. Products which have been repaired or replaced pursuant to this Warranty shall assume the remainder of the warranty period of the replaced or repaired Product.

What This Warranty Does Not Cover

The Warranty does not cover defects due to normal wear and tear or to defects which can be presumed to have been caused by wrong or negligent operation, overloading (caused by poor installation or marine growth), inadequate maintenance, or failure by the Buyer to comply with other instructions given by Prestomarine in installation, operation, or other manuals. Corrosion & painting is considered maintenance items and is not covered by warranty.

Prestomarine's obligation is to repair or replace Products brought to Prestomarine or to a Prestomarine dealer. Prestomarine do not cover costs such as travel or labour for work on-board for trouble shooting or repair. Prestomarine's obligation does not include costs such as towage, docking, crane rental, warping, scaffolding, assistance by yard personnel or other yard services.

THE REPAIR AND REPLACEMENT REMEDIES DESCRIBED IN THIS WARRANTY STATEMENT ARE THE OWNER'S SOLE AND EXCLUSIVE REMEDY. IN NO EVENT SHALL PRESTOMARINE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE OR LOSS OF PROFITS.

Prestomarine reserves the right to change or improve the design of any Prestomarine Product without assuming any obligation to modify any Product previously manufactured.

Limitation of liability

The Seller is exempted from any responsibility and obligation for any accident to persons or to things that can happen as a result of or during the installation and usage of the goods supplied, and for causes or dependence of the same. The Seller is furthermore exempted from any other responsibility and obligation for other expenses, commercial damages or damages of other nature and direct or indirect losses deriving from the use, the impossibility of use or the total or partial loss of value of the products sold and/or of the products on which the same are installed.

This is also the case during the test procedure and also if the accident derives from defects of manufacture or of materials. In any case the responsibility of the Seller can never exceed 10 per cent of the contract price received by the buyer.

If the Seller incurs liability towards any third party for such damage to property, the Buyer shall indemnify, defend and hold the Seller harmless.

If you have any questions regarding your warranty rights and responsibilities, see www.prestomarine.com for contact details.

ORGALIME SI 14

The sale and purchase of the Interceptor System shall be regulated in accordance with general conditions of the ORGALIME SI 14, with the exceptions stated in conditions. The terms of this offer shall have precedent over terms in ORGALIME SI 14. "Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination, or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce.

The place of arbitration shall be Gothenburg. The language to be used in the arbitral proceedings shall be English.