

1. The buyer acknowledges that Endeavour Catamaran Corp. (ECC) shall not be responsible for any delays incurred as result of war, rebellion, strikes, accidents or other causes beyond the control of ECC, including but not limited to shortages of materials, supplies, parts, components, options, equipment, labor or by virtue of any local or county law, ordinance or statute that in any way impair the ability of ECC to complete the vessel. In cases where the vessel cannot be completed, the sole remedy of the buyer shall be a refund of all monies paid to ECC.
2. Any and all changes or modifications must be presented to ECC in writing. These changes are subject to ECC's ability to incorporate these changes into production. ECC assumes no responsibility for damages of any nature, including but not limited to decreases in performance, function-ability, or salability that result from and/or are related to customer-requested modification. Additionally ECC does not guarantee any particular speed or performance capabilities. Performance varies pursuant to such conditions as optional equipment, loads and weight. Any and all costs associated with such modifications are subject to adjustment in the event of increases in manufacturing prices at the time of delivery.
3. A \$25,000 deposit is required to reserve a particular hull number to be ordered. 120 days prior to completion, a payment of \$150,000 is required, together with final options and color choices, an upgrade deposit of \$150,000 is required 90 days prior to completion bringing the total deposit to \$325,000. Full payment is due from the buyer upon notice given that the vessel is completed and ready for shipment F.O.B. factory. Any notifications in this regard may be by regular mail, certified mail and/or facsimile transmission. In cases where the vessel is currently in inventory, full payment is due prior to commissioning. Failure to make payments upon proper notice will constitute a default and ECC may avail itself of the remedies in the event of default described with particularity below.
4. The balance of payment for any additional equipment ordered after the execution of this agreement, or for any reason not reflected here will be due prior to delivery. Final payment shall be in the form of cashier or certified or electronically transferred funds. In the event delivery is not accepted with ten (10) days of notification of the vessel completion, the cost of storage, maintenance and insurance will be charged to the buyer at prevailing rates and further, ECC may avail itself of all remedies in the event of default that are described below with particularity.
5. The buyer before or at the time of delivery of the vessel and options covered by this agreement, agrees to execute each and every security agreement, note, chattel paper, conditional sales agreement or other such document required by the terms of payment indicated in this agreement.
6. Events of default – Refusal of the buyer to perform in accordance with the conditions of this contract within ten (10) days from written demand shall entitle the seller to avail itself of all remedies provided for in the event of default. These remedies include but are not limited to:
  - A. The buyer will be obligated for any and all reasonable costs incurred by the seller in connection with any delay in full payment for the vessel and acceptance thereof.
  - B. In the event the buyer refuses to cure within ten (10) days of written notice, ECC may sell the vessel and subtract from any deposit held by ECC any and all actual damages sustained by ECC including, but not limited to, increased costs in connection with maintenance, storage, and/or alteration required in the vessel for the sale to a third person, increased costs associated with brokerage fees that may in fact be charged by virtue of any sale to a third party, and/or any differential between the contract price so stated herein and the actual contract price obtained from any third party purchaser it shall be at the sole discretion of ECC to accept any reasonable offer from any third person who may purchase this vessel in the event of default by the buyer. ECC's discretion in this regard is absolute and not subject to challenge in any proceeding brought by the buyer to enforce any of the terms of this agreement.
7. Any and all monies due and owing the buyer after deduction for the items contemplated here shall be paid to the buyer within thirty (30) days of ECC's determination of actual damages incurred.
8. The buyer is responsible, and solely responsible, to bind insurance coverage on the vessel at such time that commissioning begins or in the case of boats that are to be shipped by truck or other means, at such time as the boat is prepared for shipment.
9. Warranties – it is specifically understood that the only warranty applicable to any vessel manufactured pursuant to this agreement is that limited warranty provided by ECC. Further, any and all motor accessory, appurtenant, appliance or option of any nature, provided with the vessel shall be subject to that limited warranty provided by the manufacturer or supplier of said items and shall not be warranted to any degree by ECC. ECC agrees to furnish the buyer with a certificate of warranty and/or the manufacturer or supplier of any motor or accessory as described above and sold hereunder. ECC agrees to provide only that warranty which it as a dealer, is obligated to provide pursuant to any particular manufacturer's warranty. ECC neither assumes nor authorizes anyone to assume for it, any liability or obligation with respect to the goods sold hereunder that inconsistent with this agreement. It is specifically understood ECC will be responsible for no consequential damages that may result from a defect in the vessel or any goods sold pursuant to this agreement and including, but in particular, lost of use. The only warranty provided with this vessel is the manufacturer's limited warranty and that warranty provided by the manufacturer or distributor of any accessory motor, appurtenant, appliance, option or other part sold with this vessel.
10. Miscellaneous Provisions – The seller and the buyer agree that this agreement includes all of the terms and conditions of the sale contemplated by this agreement and that this agreement supersedes any prior agreement and as of the date hereof comprises the entire agreement related to the subject matter covered herein.
11. This agreement is to be interpreted and governed by the laws of the State of Florida. In the event of litigation concerning this agreement, said litigation will occur in the Circuit Court of Pinellas County, all parties to this agreement waive their right to have any such dispute decided in Federal Court.