

Stik Boats, LLC - Terms and Conditions of Retail Sale

1. **General.** These Terms and Conditions of Retail Sale (the "Terms") and the sales order, quotation, invoice or other document (whether in hard copy or fax, email or other electronic format) issued by us that references or otherwise incorporates these Terms (the "Sales Document"), together with the Terms, collectively, the "Agreement") together constitute the entire agreement between Stik Boats, LLC ("we", "us" or similar terms or "Stik Boats") and the customer named in the Sales Document ("you" or similar terms) with respect to our sale to you of the goods specified in the Sales Document (the "Goods"). Anything to the contrary notwithstanding, these Terms prevail over any of your terms or conditions of purchase regardless of whether or when you have submitted any such terms. Fulfillment of your order for the Goods does not constitute acceptance of any of your terms and conditions and does not serve to modify or amend these Terms.

2. **Prices.** You agree to pay to us the sales price for the Goods and the other fees and charges set forth in the Sales Document. All amounts payable by you to us are exclusive of (a) any and all title, registration, license, sales, use, excise, value-add, property and similar taxes, and any and all duties, surcharges or fees, imposed by any governmental authority with respect to the Goods or the sales transaction ("Taxes"), and, (b) if we agree to arrange shipment of the Goods from our Delivery Location (as defined below) to you, any and all shipping, handling, insurance and other transportation costs and expenses associated with the physical delivery of the Goods from our Delivery Location to you at any other location ("Transportation Costs"). You agree to pay to us Taxes and Transportation Costs as invoiced to you. If you assert a tax exemption with respect to any Taxes, you will furnish us with a valid tax exemption for each jurisdiction in which you are claiming an exemption.

3. **Payment Terms.** You agree to pay to us all amounts set forth on the Sales Document in full at the time of your execution of the Sales Document. Any Taxes or Transportation Costs not included in the Sales Document are due and payable upon invoice to you. All payments hereunder must be in US dollars. Interest will accrue on any past due amounts owed at a rate of 1.5% per month or, if less, the maximum rate permitted under applicable law.

4. **Delivery.** All Goods will be delivered EX WORKS at our Manor, Texas loading dock (the "Delivery Location"). If any Goods are on back-order, we will use good faith efforts to deliver the Goods to you at the Delivery Location by any scheduled delivery date(s) we have provided to you. If we agree to arrange shipment of the Goods from our Delivery Location to you, you agree that shipment from the Delivery Location may be effected by mode of transport and by carrier(s) selected by us for your account. Any delivery or shipping dates are estimates only and cannot be guaranteed. We are not liable for any delays in delivery or shipment.

5. **Title and Risk of Loss.** Title and risk of loss to the Goods passes to you upon delivery at the Delivery Location. If you have not paid to us the full sales price for the Goods prior to or at the time of delivery, then you hereby grant to us a security interest in and to the Goods, wherever located, as well as all proceeds of the foregoing. You agree to execute and deliver any and all title and registration documentation as required by applicable law.

6. **Returns and Refunds.** Except for any items advertised or otherwise designated by us as non-returnable, we will accept a return of the Goods for a refund of your sales price (excluding any applicable Transportation Costs), provided such return is made within fifteen (15) business days after our delivery at the Delivery Location and provided such Goods are returned in their original, unused condition. To return Goods, you must call 737-222-6139 or e-mail our Returns Department at service@stikboats.com to obtain a Return Merchandise Authorization ("RMA") number before shipping your returned items. No returns of any type will be accepted without an RMA number. You are responsible for all shipping and handling charges on returned items. You bear the risk of loss during shipment. All returns are subject to a 20% restocking fee. If your original purchase was not made by cash payment, then your refund will be credited back to the same payment method used to make the original purchase. WE OFFER NO REFUNDS ON ANY ITEMS ADVERTISED OR OTHERWISE DESIGNATED BY US AS NON-RETURNABLE.

7. **Limited Warranty; Disclaimers; Limitations of Liability.** Any item of the Goods constituting a STIK™ Boats personal fishing craft is subject to our Limited Warranty in effect on the date of execution of the Sales Document. With respect to any other item of the Goods, TO THE EXTENT NOT PROHIBITED BY LAW, WE DO NOT MAKE ANY AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS AND ITS USE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO YOU. IN NO EVENT WILL STIK BOATS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOSS OF REVENUE OR PROFIT, OR LOSS OF TIME OR BUSINESS, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE GOODS AND/OR THEIR USE, WHETHER LIABILITY IS ASSERTED UNDER THEORIES OF TORT, STRICT LIABILITY, CONTRACT, WARRANTY OR OTHERWISE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. **Compliance with Law.** You shall comply with all applicable laws, regulations and ordinances relating to your performance under this Agreement and your use of the Goods purchased hereunder, including, without limitation, all export and import laws.

9. **Goods Not for Resale.** You represent and warrant that you are buying the Goods for your own use only, and not for resale.

10. **Force Majeure.** We will not be liable or responsible to you, 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 our reasonable control including, without limitation, acts of God, governmental laws or actions, lockouts, supply shortages, or restraints or delays affecting carriers.

11. **DISPUTE RESOLUTION; BINDING ARBITRATION; CLASS ACTION WAIVER.** We are committed to customer satisfaction, so if you have a problem or dispute, we will try to resolve your concerns. But if we are unsuccessful, you may pursue claims as set forth below.

a. You agree to give us an opportunity to resolve any disputes or claims you may have with us relating in any way to the Goods, their use, or this Agreement (collectively, "Claims") by contacting Stik Boats at 12713 Beltex Dr., Manor, Texas 78653, Attn: Customer Service or at service@stikboats.com. If we are not able to resolve your Claims within 60 days, then you may seek relief through arbitration or in small claims court, as set forth below.

b. **YOU AND STIK BOATS AGREE THAT ANY AND ALL CLAIMS WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT**, except that you or Stik Boats may assert Claims on an individual basis in small claims court if they qualify. This includes any Claims you assert against us or our affiliates.

c. **THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING STATUTORY DAMAGES, ATTORNEYS' FEES AND COSTS), AND MUST FOLLOW AND ENFORCE THIS LIMITED WARRANTY AS A COURT WOULD.**

d. Arbitrations will be conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. The AAA's Consumer Arbitration Rules are available at www.adr.org or by calling 1-800-778-7879. The arbitration will be heard and decided by one arbitrator. Payment of all filing, administration and arbitrator fees will be governed by the AAA's Consumer Arbitration Rules, except as otherwise provided in this clause (d). If your total Claims seek less than \$10,000, Stik Boats will reimburse you for filing fees you pay to the AAA and will pay arbitrator's fees, unless the arbitrator determines your Claims are frivolous. You may choose to have an arbitration conducted by telephone, based on written submissions, or in person in the state where you live or at another mutually agreed location. Attendance at an in-person hearing may be made by telephone by you and/or Stik Boats, unless the arbitrator requires otherwise.

e. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your Claims to Stik Boats at 12713 Beltex Dr., Manor, Texas 78653, Attn: Legal Department/Arbitration Notice. If we request arbitration against you, we will give you notice at the email address or street address you have provided. A party requesting arbitration must also provide a copy of the request to the AAA, at Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043 or online at www.adr.org or at any AAA office.

ANY AND ALL PROCEEDINGS (WHETHER IN ARBITRATION OR COURT) TO RESOLVE CLAIMS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. If for any reason a Claim proceeds in court rather than in arbitration **YOU AND STIK BOATS EACH WAIVE ANY RIGHT TO A JURY TRIAL.** The Federal Arbitration Act and federal arbitration law apply to this section. An arbitration decision may be confirmed by any court with competent jurisdiction.

12. **Miscellaneous.** THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. SUBJECT TO THE PROVISIONS OF SECTION 11 ABOVE (DISPUTE RESOLUTION; BINDING ARBITRATION; CLASS ACTION WAIVER), EACH PARTY IRREVOCABLY SUBMITS AND CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN TRAVIS COUNTY, TEXAS, AND HEREBY AGREES THAT SUCH COURTS WILL BE THE EXCLUSIVE PROPER FORUM FOR THE DETERMINATION OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY. This Agreement is the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written statements or agreements regarding its subject matter. No amendment to the Agreement will be binding upon us unless it is in writing, expressly states that it amends the Agreement, specifically identifies the term(s) of the Agreement to be amended, and is signed by our authorized representative. Our rights and remedies under this Agreement are cumulative and in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. Time is of the essence with respect to your performance under the Agreement. Any waiver by us of any breach or default must be in writing and will not constitute a waiver by us of any additional or subsequent breach or default. If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, without limitation, Sections 7 (Limited Warranty; Disclaimers; Limitations of Liability), 8 (Compliance with Law), 9 (Goods Not for Resale), 10 (Force Majeure), 11 (Dispute Resolution; Binding Arbitration; Class Action Waiver), and 12 (Miscellaneous).