



PUREWATERCRAFT

PURE WATERCRAFT TERMS OF SALE

Last updated: July 12, 2021

These Terms of Sale apply when you purchase services, devices and/or accessories (collectively, the “Products”) from Pure Watercraft Inc., (“Pure Watercraft”, “we” or “us”). **By placing an order, you agree to these Terms of Sale and any other terms and conditions referenced below. If you do not agree to all of these terms, do not place a pre-order or an order.** These Terms of Sale do not alter in any way the terms or conditions of any other agreement you may have with us for products, services or otherwise.

Authority to Purchase Products

You must be at least 18 years of age (or the age of legal majority where you reside) to purchase a Product from us. By making a purchase, you represent and warrant that you have the right, authority, and capacity to accept these Terms of Sale. If you are purchasing a Product on behalf of another person or entity, you further represent and warrant that you are authorized to accept these Terms of Sale on that person or entity’s behalf and that the person or entity agrees to be responsible to us if you violate the terms and conditions herein.

Product-Specific Terms and Usage

When you use our Products, your use is subject to the applicable terms and conditions for those Products, including our [End User License Agreement](#) and [Limited Warranty Agreement](#).

Instructions for the use of your Product can be found on our website and are included in the [Pure Outboard User Guide](#) provided to you electronically or physically at the time of delivery. Please carefully read these instructions before using your Product. You agree to comply with any software license agreements or end-user license agreements applicable to your use of software on the Product. Pure Watercraft may issue software updates that you will need to install for the applications or services on your Product. Installation and use of the software updates may require agreement to additional license agreements or terms.

Privacy

Please see our [Privacy Policy](#) for information about how we collect, use and disclose information about you.

Orders and Payment

When you place an order for a Product or Service through Pure Watercraft, including our online store, you authorize us (or our payment processor) to charge the credit card, debit card or other payment method you have chosen for the total amount of your order, including any applicable taxes and other charges. If the payment method cannot be verified, is invalid, or is otherwise not acceptable, your order may be suspended or cancelled. You must resolve any problem we encounter in order to proceed with your order.

After we receive your order, we will send you an email confirming your order information. This email confirmation does not mean that we have accepted your order, nor is it an offer to sell. If we cancel an order after you have been billed, we will refund the billed amount. All Products and Services offered for sale are subject to availability and we reserve the right to impose quantity limits on any order and to reject all or part of an order.

Pricing and Taxes

All prices are shown in U.S. dollars and do not include applicable taxes and other charges, unless we state otherwise. Only payments in U.S. dollars will be accepted by Pure Watercraft. The purchase price of a Product may fluctuate with exchange rates if you are paying for your order with an international credit card. For international payments, foreign conversion charges and fees may be charged by your bank or credit card issuer. Please contact your bank or credit card issuer if you desire more information about these charges.

We may change prices for Products at any time, but changes in pricing will not affect any order for Products for which you have fully paid.

You are responsible for any sales, use, value-added or other governmental taxes, fees, or duties due with respect to your purchase and use of the Products. For international orders, you may be charged duties, other taxes and customs brokerage fees for the importation of the Product to its destination. When we have a duty to collect applicable taxes, we will present an estimate of such taxes to be collected at checkout. The actual taxes charged and collected may differ from the amount shown at checkout. Several factors may cause this, such as variances between processor programs and changes in tax rates. Please note that we do not collect taxes on Products shipped to jurisdictions in which we do not have substantial nexus.

Shipping & Delivery

You agree to pay any shipping and handling charges shown to you at the time you make a purchase. We reserve the right to increase, decrease, add, or eliminate these charges from time to time. Please contact your Sales Ambassador or Pure Watercraft by emailing info@purewatercraft.com to learn more about the method, cost and timing of your shipment. The actual delivery of your order may be affected by events beyond our control. We are not liable for deliveries past our projected delivery date, but we will attempt to work with you to ensure a satisfactory delivery. Unless we state otherwise, risk of loss or damage to a Product passes to you upon delivery of the Product to your specified delivery location.

No Returns or Refunds

All sales final. No refunds.

Retention of Carbon Credits

Pure Watercraft retains all rights to climate credits, carbon credits, offset credits, or similar certificate or permit representing the right to emit a unit of greenhouse gas issued by any legal authority for the emission reductions achieved by the use of Pure Watercraft products regardless of the operator, as verified by an accredited entity, under rules applicable to such credits.

Third-Party Services and Accessories

You acknowledge that unless we specifically provide otherwise, our Products do not come with a cellular data, wireless service or Internet connectivity plan. You further understand that our

Products may only be compatible with certain hardware accessories manufactured by third parties. We make no warranty with respect to such third-party accessories or their compatibility with our Products.

No Resale or Reverse Engineering

We offer and sell Products to end users only, and we reserve the right to refuse or cancel an order if we suspect or determine that you are purchasing Products for unauthorized resale or reverse engineering. If you seek to become authorized to perform such activities with Pure Watercraft products, please contact info@purewatercraft.com.

If selling a Product to another end user, in order for the new owner to be eligible to operate the product, receive updates and be transferred warranty coverage, the seller must 1) have the new owner agree in writing to Pure Watercraft's [End User License Agreement](#) as part of the bill of sale, and 2) notify Pure Watercraft, in writing, of the transfer of the Product from one owner to another, providing Pure Watercraft with the new owner's full name, address, email and phone number.

Import and Export

Products are subject to import and export laws and regulations in the United States and elsewhere. Products must be purchased, sold, exported, re-exported, transferred, and used in compliance with these laws and regulations. These laws include restrictions on destinations, users, and end use.

Limited Warranty

Products supplied under the terms and conditions of the then prevailing [Pure Watercraft Limited Warranty Agreement](#). Please read this Limited Warranty Agreement before completing purchase of, or using, any Product.

Indemnification

You agree to indemnify, defend (at Pure Watercraft's request) and hold harmless Pure Watercraft and our affiliates, subsidiaries, agents, partners, licensors, suppliers and assigns, and our and their directors, officers, employees, consultants and other representatives (together with Pure Watercraft, the "Pure Watercraft Parties") from and against all third-party claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or related to (a) the purchase and sale of the Products or (b) these Terms of Sale or any other applicable terms, policies, warnings or instructions provided by us or a third party in relation to the Products.

Disclaimer and Limitation of Liability

To the fullest extent allowed by applicable law, under no circumstances and under no legal theory (including, without limitation, tort, contract, strict liability or otherwise) will the Pure Watercraft Parties be liable to you or to any other person for any damages, costs or liabilities arising from or related to the purchase and sale of any product or these Terms of Sale or any other applicable terms, policies, warnings or instructions

provided by us or a third party in relation to the Products, including without limitation any general, direct, exemplary, punitive, enhanced, indirect, incidental, consequential, or special damages or damages, even if a Pure Watercraft Party has been advised of the possibility of such damages. It is the intent of the parties that the purchaser's sole and exclusive remedy is set forth in the Limited Warranty (i.e. the repair or replacement of the Product or its allegedly defective component part), and that no other legal or equitable remedies shall be available to said purchaser. Pure Watercraft's obligation with respect to these Terms of Sale is limited to making repairs to or replacing the defective part(s) and no claim for breach of warranty shall be cause for cancellation or rescission of these Terms of Sale for any Product manufactured by Pure Watercraft. The limitations of liability set forth in this section will not limit or exclude liability for personal injury or property damage directly and proximately caused by the Products you purchase from us, or for our fraud, gross negligence, or intentional, willful, malicious, or reckless misconduct.

Governing Law and Jurisdiction

The laws of the State of Washington, without reference to its choice of laws principles, will govern these Terms of Sale. With the exception of disputes in small claims court or in arbitration, the Parties consent to exclusive jurisdiction and venue in the state or federal courts located in King County, Washington, for any claims arising out of a dispute relating to these Terms of Sale.

Severability

If any provision or part of a provision of these Terms of Sale is unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Sale and does not affect the validity and enforceability of any remaining provisions.