

## SAMSON SPORTS TERMS & CONDITIONS - WAKE BOARD TOWERS

Unless expressly provided otherwise in a written contract signed by an authorized representative of Samson Sports LLC, a Washington limited liability company ("**Samson**"), these Terms & Conditions (these "**Terms**") are incorporated in and govern all orders (each order, as it may be amended from time to time, an "**Order**") between the Customer identified on the face of that Order ("**Customer**") and apply to the tower manufactured by Samson and to any related services performed or to be performed by Samson (collectively, the "**Tower**"). References to "**this Agreement**" means an Order as supplemented by these Terms.

**1. Payment Terms; Taxes; Collection Costs.** Unless expressly provided otherwise in the Order, Customer will pay the price stated in the Order, (the "**Price**"), all shipping, and all taxes, as and when stated in the Order. Any sums not paid by Customer when due will bear interest at 18% per annum until paid. Customer will also pay all collection costs, collection agency commissions, attorney fees, expert fees, court costs and arbitration costs incurred by Samson to collect past due balances.

**2. Cancellation.** If Customer cancels the Order after Samson has begun actual fabrication of Customer's Tower, Samson will retain Customer's deposit(s) as a cancellation fee; however, Samson cannot guaranty the exact date when actual fabrication will commence, and any date provided by Samson is only an estimate.

**3. Customer Measurements for Wakeboard Towers.** For wake board Towers, Samson has a library of measurements for many makes and models of boats. If Samson does not have the measurements for Customer's boat, Customer may either pay Samson to make those measurements or Customer will supply those measurements to Samson. IT IS CUSTOMER'S RESPONSIBILITY TO PROVIDE SAMSON THE EXACT MAKE AND MODEL OF CUSTOMER'S BOAT, AND IF CUSTOMER SUPPLIES THE BOAT'S MEASUREMENTS, THOSE MEASUREMENTS MUST BE PRECISE TO ONE-HALF OF AN INCH BECAUSE SAMSON WILL RELY ON CUSTOMER'S MEASUREMENTS IN THE FABRICATION OF THE TOWER. SAMSON IS NOT RESPONSIBLE FOR ERRORS IN MEASUREMENTS PROVIDED BY CUSTOMER. Samson will not accept Customer measurements for Towers for aluminum boats; instead, Customer must deliver the aluminum boat to Samson's facility for Tower fabrication.

**4. Samson's Limited Warranty; Disclaimers.** Samson warrants to the original purchaser ("**Customer**") that each Tower will be free from defects in materials and workmanship for a period of one year after delivery to Customer (the "**Warranty Period**") under normal use and service, *but only if* (a) Samson receives written notice of Customer's warranty claim within 30 days of Customer's discovery of a defect and in any event before expiration of the Warranty Period; and (b) Customer immediately returns the Tower to Samson at Customer's expense. SAMSON MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. SAMSON EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE PRECEDING, SAMSON MAKES NO REPRESENTATION OR WARRANTY AS TO (A) WHETHER THE TOWER IS SUITABLE FOR INSTALLATION ON OR USE WITH CUSTOMER'S BOAT; OR (B) ANY PARTS, EQUIPMENT, ACCESSORIES, COMPONENTS, OR OTHER PRODUCTS MANUFACTURED BY ANYONE OTHER THAN SAMSON, INCLUDING WHETHER THOSE PRODUCTS ARE SUITABLE FOR USE WITH THE TOWER, AND ANY WARRANTY FOR THOSE THIRD-PARTY PRODUCTS IS MADE ONLY BY THE MANUFACTURER OF THOSE PRODUCTS, AND NOT BY SAMSON, AND ONLY THOSE MANUFACTURERS WILL BE LIABLE FOR PERFORMANCE OF THOSE WARRANTIES.

**5. Limited Remedy; Limitation of Damages.** Samson's entire liability for any breach of warranty (whether in tort, contract, or any other theory), and Customer's sole remedy, is for Samson, at its option, either to cure any defect in the Tower or to refund the amount Customer paid for the defective Tower. IN NO EVENT WILL SAMSON BE LIABLE FOR ANY LOST PROFITS OR REVENUES, LOSS OF USE OR GOOD WILL, COST OF CURE, OR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES EVEN IF SAMSON HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. SAMSON'S LIABILITY FOR MONEY DAMAGES WILL NOT IN ANY EVENT EXCEED THE TOTAL AMOUNT CUSTOMER HAS PAID SAMSON FOR THE DEFECTIVE TOWER.

**6. Legal Notice to Consumers.** If Customer is a "consumer": (a) the Samson warranty gives Customer specific legal rights, and Customer may also have other rights which vary from state to state; (b) some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to Customer; and (c) some states do not allow the exclusion or the limitation of incidental or consequential damages, so the limitation or exclusion may not apply to Customer.

**7. Waiver; Interpretation; Governing Law; Jurisdiction.** Either Party's waiver of any right granted under this Agreement on one occasion will not: (a) waive any other right; (b) constitute a continuing waiver; or (c) waive that right on any other occasion. Both Parties have had the opportunity to have this Agreement reviewed by their attorneys. Therefore, no rule of construction or interpretation that disfavors the Party drafting this Agreement will apply to the interpretation of this Agreement. Instead, this Agreement will be interpreted according to the fair meaning of its terms. Caption headings are for convenience of reference only and will not in any way limit or otherwise affect the provisions of any section. This Agreement will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the State of Washington. All disputes under this Agreement or related to the Order will be resolved in the state or federal courts for Clark County, in the State of Washington.

**8. This Agreement; Amendments; Entire Agreement.** This Agreement constitute the entire agreement and understanding between the Parties regarding the Order, and it replaces and supersedes all prior and contemporaneous proposals, understandings and agreements, written, electronic or oral, as well as all other communications between the Parties about the Order. This Agreement may be amended only in a written amendment that (a) expressly identifies the provision(s) of this Agreement to be amended and (b) has been signed by an authorized representative of Samson.