



WATERCRAFT ORDER AGREEMENT

Documentation

Your Water Craft Order Agreement (the "Agreement") is made up of the following documents:

1. Watercraft Configuration: The Watercraft Configuration describes the watercraft that you configured and ordered, including pricing (excluding taxes and official or government fees).
2. Final Price Sheet: The Final Price Sheet will be provided to you prior to submitting your order. It will include final pricing based on your final watercraft configuration and will include taxes and official or governmental fees.
3. Terms & Conditions: These Terms & Conditions are effective as of the date you place your order and make your Order Fee (the "Order Date").

Agreement to Purchase

You agree to purchase the watercraft (the "Watercraft") described in your Watercraft configuration from Foil, Inc. or its affiliate ("we," "us" or "our"), pursuant to the terms and conditions of this Agreement. Your Watercraft is priced and configured based on features and options available at the time of order and you can confirm availability with a Foil representative. Options, features or hardware released or changed after you place your order may not be included in or available for your watercraft. If you are purchasing a used watercraft, it may exhibit signs of normal wear and tear in line with its respective age.

Purchase Price, Taxes and Official Fees

The purchase price of the Watercraft is indicated in your Watercraft Configuration. This purchase price does not include taxes and official or government fees, which could amount to up to 10% or more of the Watercraft purchase price. Because these taxes and fees are constantly changing and will depend on many factors, such as where you register the Watercraft, they will be calculated closer to the time of delivery and indicated on your Final Price Sheet. You are responsible for paying these additional taxes and fees. If you present a check for any payment, we may process the payment as a normal check transaction, or we may use information from your check to make a one-time electronic fund transfer from your account, in which case your bank account will reflect this transaction as an Electronic Fund Transfer. If you are purchasing a used WaterCraft, your Order Deposit will be applied to your Purchase Price.

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Order Process, Cancellation, Changes

After you submit your completed order, we will begin the process of preparing and coordinating your Watercraft delivery. At this point, you agree that any paid Order Fee, Order Deposit and Transportation fee have been earned. If you cancel your order or breach this Agreement and we cancel your order, you agree that we may retain as liquidated damages the Order Fee, Order Deposit and Transportation Fee, and a Restocking Fee not to exceed 15% of the original purchase price, to the extent not otherwise prohibited by law. You acknowledge that the Order Fee, Order Deposit and Transportation Fee, and Restocking Fee are a fair and reasonable estimate of the actual damages we have incurred or may incur in transporting, remarketing, and reselling the Watercraft, costs which are otherwise impractical or extremely difficult to determine. If you make changes to your order, you may be subject to potential price increases for any pricing adjustments made since your original Order Date. Any changes made by you to your Watercraft Configuration, including changes to the delivery location or estimated delivery date, will be reflected in a subsequent Watercraft Configuration that will form part of this Agreement. The Order Fee, Order Deposit, Transportation Fee, Restocking Fee, and this Agreement are not made or entered into in anticipation of or pending any conditional sale contract.

Delivery

If you are picking up your Watercraft in a state where we are licensed to sell the Watercraft, we will notify you of when we expect your Watercraft to be ready for delivery at your local FOIL Delivery Center, or other location as we may agree to. You agree to schedule and take delivery of your Watercraft within three (3) days of this date. If you do not respond to our notification or are unable to take delivery within the specified period, your Watercraft may be made available for sale to other customers. For new Watercraft, if you do not take delivery within thirty (30) days of our first attempt to notify you, FOIL may cancel your order and keep your Order Fee.

If you wish to pick up or take delivery of your Watercraft in a state where we are not licensed to sell the Watercraft, or if you and FOIL otherwise agree, FOIL will, on your behalf and at your cost, coordinate the shipment of your FOIL to you, generally from our factory in Florida or another state where we are licensed to sell the Watercraft. In such a case, you agree that this is a shipment contract under which FOIL will coordinate the shipping of the Watercraft to you via a third-party common carrier or other mode of transport. You agree that delivery of the Watercraft, and risk of loss to you, will occur at the time your Watercraft is loaded onto the transport (i.e., FOB shipping point). During such transit, your Watercraft will be insured at no cost to you, and you will be the beneficiary of any claims for damage to the Watercraft or losses occurring while the Watercraft is in transit. To secure your final payment and performance under the terms of this Agreement, we will retain a security interest in the Watercraft and all proceeds therefrom until your obligations have been fulfilled.

GETFOIL.COM

201 E. Wright Street
Pensacola, FL 32501

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If you choose to pick up or take delivery of your Watercraft in a state in which we are not licensed to sell the Watercraft, the Watercraft may be delivered or shipped to you from a state in which FOIL likewise does not have a license to sell the Watercraft. In such a case, you agree that the sale is transacted, and legal ownership to the Watercraft transfers to you, in the State of Florida, at the later of the time that (i) you make your final payment to FOIL in Florida or (ii) FOIL approves your purchase from a sales or delivery location in Florida (if applicable)

The estimated delivery date of your Watercraft, if provided, is only an estimate as we do not guarantee when your Watercraft will actually be delivered. Your actual delivery date is dependent on many factors, including your Watercraft's configuration and manufacturing availability.

Obsolete Hardware and Future Firmware Updates

The Watercraft will regularly receive over-the-air software updates that add new features and enhance existing ones over Wi-Fi. Future software updates may not be provided for your Watercraft, or may not include all existing or new features or functionality, due to your Watercraft's age, configuration, data storage capacity or parts, or after the expiration of your Warranty. We are not liable for any parts or labor or any other cost needed to update or retrofit the Watercraft so that it may receive these updates, or any Watercraft issues occurring after the installation of any software updates due to obsolete, malfunctioning (except as covered by your Warranty) or damaged hardware.

Privacy Policy

FOIL's Customer Privacy Policy is incorporated into this Agreement and can be viewed at <https://www.getfoil.com/privacy-policy/>

Warranty

You will receive the FOIL New Watercraft Limited Warranty or the FOIL Used Vehicle Limited Warranty, as applicable, at or prior to the time of Watercraft delivery or pickup. You may also obtain a written copy of your warranty from us upon request or from our website.

Limitation of Liability

We are not liable for any incidental, special or consequential damages arising out of this Agreement. Your sole and exclusive remedy under this Agreement will be limited to reimbursement of your Order Fee, Order Deposit and Transportation Fee.

Agreement to Arbitrate

Please carefully read this provision, which applies to any dispute between you and FOIL, Inc. and its affiliates, (together "Foil").

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If you have a concern or dispute, please send a written notice describing it and your desired resolution to sup@getfoil.com.

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Foil will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products.

We will pay all AAA fees for any Arbitration, which will be held in the city or county of your residence. To learn more about the Rules and how to begin an Arbitration, you may call any AAA office or go to www.adr.org.

The arbitrator may only resolve disputes between you and Foil, and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing FOIL vehicles. In other words, you and FOIL may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy, then that claim or remedy (and only that claim or remedy) must be brought in court and any other claims must be arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: Foil, Inc.; 201. E. Wright St. Pensacola Florida 32501, stating your name, Hull Identification Number, and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

No Resellers, Discontinuation, Cancellation

Foil and its affiliates sell Watercraft directly to end-consumers, and we may unilaterally cancel any order that we believe has been made with a view toward resale of the Watercraft or that has otherwise been made in bad faith. We may also cancel your order and refund your Order Fee, Order Deposit and Transportation Fee if we discontinue a product, feature or option at the time you place your order or if we determine that you are acting in bad faith. We work to fulfill your order as quickly as we can. If you do not take delivery of your Watercraft within ninety (90) days of placing your order at no fault of Foil's, we may cancel your order and keep your Order Fee, Order Deposit and Transportation Fee, and Restocking Fee. Alternatively, Foil may give you the option to reconfigure your Watercraft at the current pricing.

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Default and Remedies. You will be in default of this Agreement if you provide false or misleading information in your order, or do anything else the law says is a default. If you are in default, we may, after any legally required notice or waiting period: (i) do anything to protect our interest in the Watercraft, including repossessing the Watercraft using legally permitted means, (ii) locate and disable the Watercraft electronically using our remote watercraft connection, (iii) sue you for damages or to get the Watercraft back, and/or (iv) charge you for amounts we spend taking these actions.

Governing Law, Intergration, Assignment

Except as provided below, the terms of this Agreement are governed by, and to be interpreted according to, the laws of the State in which we are licensed to sell watercraft that is nearest to your address indicated on your Watercraft Configuration. Prior agreements, oral statements, negotiations, communications or representations about the Watercraft sold under this Agreement are superseded by this Agreement. Terms relating to the purchase not expressly contained herein are not binding. We may assign this Agreement at our discretion to one of our affiliated entities.

This Agreement is entered into and effective as of the date you accept this Agreement, by electronic means or otherwise. By confirming and accepting this Agreement, you agree to the terms and conditions of this Agreement.