

Mid-State Marine, Inc.

913 West Hwy 110

Fremont, WI 54940

Phone: 920-446-3399 Fax: 920-446-3341

Marine

Purchase Agreement

Quote 1

Subject to the terms and conditions stated on both sides of this agreement. Seller agrees to sell and the buyer agrees to buy the following described property

SOLD TO NYS Dept. of Environmental Conservation		HOME or CELL PHONE		WORK PHONE		DATE 2/21/2023		
ADDRESS 17893 Game Farm Rd				CITY Dexter		STATE NY	ZIP 13634	
SALESPERSON Tom D'Amico		DELIVERY DATE		DELIVERY INSTRUCTIONS C/O Adam Bleau				
BOAT MAKE	YEAR	MODEL & SIZE		SERIAL NO.	NEW or USED	Stock#		
MOTOR MAKE	YEAR	MODEL, HP & FUEL TYPE		SERIAL NO.	NEW or USED	Stock#		
MOTOR MAKE	YEAR	MODEL, HP & FUEL TYPE		SERIAL NO.	NEW or USED	Stock#		
TRAILER MAKE	YEAR	MODEL & SIZE		SERIAL NO.	NEW or USED	Stock#		
OPTIONAL EQUIPMENT/ACCESSORIES				AMOUNT	TOTAL PURCHASE ABOVE			
Engine only sale. Engine sold in the crate.							\$4,799.99	
Shipping quote is on Quote #2. We cannot lock into a freight price until the engine is scheduled for shipment. The freight would be billed on a separate invoice.					OPTIONAL EQUIPMENT/ACCESSORIES		\$0.00	
The engine would need to be paid in full before shipment unless special requirements are needed & agreed upon before the sale.					OFFICE FEE		\$25.00	
					MID-STATE MARINE DISCOUNT		\$699.99	
					SUB-TOTAL:		\$4,125.00	
					TRADE IN ALLOWANCE:		\$0.00	
Tax Exempt Government Sale					BALANCE DUE ON TRADE IN:			
					NET TRADE IN ALLOWANCE:		\$0.00	
TOTAL OPTIONAL EQUIPMENT/ACCESSORIES				\$0.00				
BOAT MAKE	YEAR	MODEL	SERIAL NO.			NET SALE:		\$4,125.00
NONE						TAX EXEMPT SALES TAX:		\$0.00
MOTOR MAKE	YEAR	HP	SERIAL NO.			DNR REGISTRATION:		
NONE						LIEN / UCC FEES:		
MOTOR MAKE	YEAR	HP	SERIAL NO.			SALE SUB TOTAL w/TAX & FEES:		\$4,125.00
NONE						BOAT RETAIL REBATE:		
TRAILER MAKE	YEAR	TYPE	SERIAL NO.			ENGINE RETAIL REBATE:		
NONE						ENGINE RETAIL REBATE:		
AMOUNT OWING	TO WHOM					MILITARY RETAIL REBATE:		
\$0.00	NONE					DELTA WATERFOWL RETAIL REBATE:		
TOTAL TRADE-IN ALLOWANCE				\$0.00	UNPAID BALANCE OF CASH SALE PRICE		\$4,125.00	
TRADE-IN DEBT TO BE PAID BY:								
TITLE TO THE ABOVE DESCRIBED EQUIPMENT SHALL BE TRANSFERRED TO BUYER WHEN BUYER HAS MADE PAYMENT IN FULL FOR THE EQUIPMENT. THE PARTIES TO THIS AGREEMENT ARE AWARE THAT THE TRADE-IN ALLOWANCE OR THE PURCHASE PRICE SHOWN ABOVE MAY REQUIRED ADJUSTMENTS PURS						<input type="checkbox"/> WHEN THIS BOX IS CHECKED, THE UNIT WHICH IS THE SUBJECT OF THIS CONTRACT IS BEING SOLD ON AN "AS IS" BASIS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS UNIT IS WITH THE PURCHASER		
						SPECIAL TERMS & CONDITIONS		
Buyer certifies that he/she has read the Terms & Conditions on the back of this document and agrees that they shall be incorporated as part of this Agreement. Buyer certifies the following: 1) he/she is of legal age to enter into this Agreement; 2) the ab						All deposits are non refundable. CASH OR CERTIFIED CHECKS ONLY. NO CREDIT CARD ACCEPTED ON BOAT MOTOR OR TRAILER PURCHASES		
						Trade in value contingent on check in evaluation		
						MID-STATE MARINE, INC DEALER		
						Dealer Rep: Tom D'Amico <i>Tom D'Amico</i>		
I, OR WE, HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT I, OR WE, HAVE READ THE SECOND PAGE OF THIS AGREEMENT. I, OR WE, ALSO AGREE THAT THE BALANCE WILL BE PAID BY CASH, BANK DRAFT, CERTIFIED CHECK, OR BY A FINANCING AGENCY						_____ BUYER		
						_____ BUYER		
						Approved, Subject to Acceptance of Financing by Bank or Finance Company		

ADDITIONAL TERMS AND CONDITIONS

It is further understood and agreed:

The order on the previous page hereof is subject to the following terms and conditions, all of which have been mutually agreed upon:

1. All titles to the equipment listed on page 1 of this Agreement shall be retained by the Seller until the purchase price has been paid in cash or a financing arrangement has been executed and accepted by a bank or some other lending institution. Upon full payment, Seller shall transfer title to the equipment to Buyer even though the actual delivery date may be later. Prior to delivery date, Buyer must execute a retail installment contract or some other type of security agreement prescribed by law if this sale is not a cash transaction.
2. Buyer agrees to assume and pay, unless prohibited by law, any and all taxes other than income taxes incidental to the purchase documented in this agreement. The purchase price stated on page 1 of this document does not include any taxes assessed by any governmental agency prior to or at the time of delivery on the sale of this item unless expressly stated otherwise.
3. The manufacturer has the right to make any model, design, parts, or accessory changes it sees fit. These changes shall not affect the equipment ordered by the Agreement, nor may Buyer require Seller or manufacturer to include these changes in his/her order.
4. Seller shall not be liable for any loss or damaged caused by delays created by the manufacturer, accident, strike, fire, or any other cause beyond the Seller's control.
5. Seller shall deliver to the Seller's premises his/her used boat (hereinafter called "trade-in") along with its title if such boat is to be traded in as a partial payment towards the purchase price. Buyer warrants that the trade-in is his/her property and that the trade -in is free and clear of all liens and encumbrances other than those noted on page 1 of this agreement. Buyer warrants that all taxes levied on the trade-in have been paid in full.
6. If the trade-in is not licensed and registered in the state where this Agreement is executed, Buyer shall immediately register and license the trade-in in said state. If Seller incurs any expenses connected with the licensing and registration of the trade-in, Seller may pay such expenses and be reimbursed therefore by Buyer or increase the purchase price by the amount of such expense.
7. Seller shall retain the right to make a reappraisal of the trade-in if it is not delivered to Seller at the time of the initial appraisal. A reappraisal shall be made by Seller if there appears to be any change in the trade-in's general physical condition or it's furnishings and accessories. In the event the reappraisal differs from the original appraisal the trade-in allowance shall be based on the reappraisal.
8. This agreement shall be governed by the Uniform Commercial Code as adopted in the state in which this agreement is executed. If the Buyer fails or refuses to complete the purchase documented by this Agreement within thirty (30) days of the execution of of this Agreement or an agreed extension date, the cash deposit put down by the Buyer will be used to compensate Seller for any losses, expenses, or attorney fees incurred by Seller in connection with Buyer's failure to complete the purchase documented in this Agreement. If Buyer has delivered to Seller a trade-in and the purchase has not been completed within the time period described above, Buyer authorizes Seller to sell the trade-in at a private or public auction and deduct from the proceeds delivered to Buyer an amount equivalent to the losses and expenses incurred by Seller in connection with Buyer's failure to complete the purchase documented in the Agreement.
9. Warranties. EXCEPT TO THE EXTENT REQUIRED BY STATE LAW, SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. All warranties covering the equipment referenced on page 1 of the Agreement, if any, are made by the manufacturer. A copy of any applicable manufacture's warranty shall be delivered by Seller to Buyer.
10. Buyer states that he/she has inspected and examined the equipment which is the subject of this Agreement and determined that the equipment is of satisfactory quality and is suitable for the purpose for which it is purchased.
11. The following provisions shall be incorporated in the Agreement if Seller accepts Buyer's trade-in and allows Buyer a trade-in allowance:
A: Buyer certifies that the trade-in belongs exclusively to him/her. In addition, Buyer warrants that he/she has authority to transfer title to the trade-in to Seller and that there are no liens or encumbrances on the trade-in other than those disclosed on page 1 of this Agreement. B: Buyer certifies that the trade-in is seaworthy and that its accessories and equipment are in good working order. Buyer also certifies that the trade-in's engine block, manifolds and cylinder head are not cracked or otherwise defective. C: The trade-in shall become the Seller's property when this Agreement is fully executed. D: On the date this Agreement is executed, Buyer shall deliver to Seller all instruments of title to the trade-in along with a proper bill of sale or any other instrument necessary to transfer proper title of the trade-in to Seller. E: If within thirty (30) days of the date when Buyer delivers the trade-in to Seller, Seller discovers that the trade-in or any of its accessories and equipment are in a defective or an unacceptable condition, Seller shall have the option if: 1) canceling this Agreement, or 2) making all repairs necessary to put the trade-in in marketable condition and billing Buyer directly or adding the costs to the purchase price set forth on page 1 of this Agreement.
12. Brokered or used boats are sold strictly on an "as is" basis. If the transaction involved a used boat, Buyer states that he/she has inspected and examined the used boat as well as its equipment and accessories and found them in satisfactory condition or good working order.

THIS DOCUMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN ITS PARTIES. NO OTHER REPRESENTATIONS, INDUCEMENTS OR PROMISES (WRITTEN OR VERBAL) HAVE BEEN MADE WHICH ARE NOT SET FORTH IN THIS AGREEMENT.