

Arc Preorder Agreement

Last updated: July 29, 2021

This Arc Preorder Agreement (“Agreement”) is between you, the individual or entity who wishes to preorder an Arc boat (“you”), and Arc Boat Company, a Delaware corporation (“Arc”).

If you have any questions about this agreement, please contact Arc by email at preorders@arcboats.com.

For purposes of this Agreement:

- “Arc Boat” means the boat model, or boat models, that may be offered by Arc Boat to you.
- “Deposit” means your payment of USD \$1,000.00 to Arc to claim a position on the Waitlist, as defined below, for an Arc Boat.

1. **Preorder.** By entering into this Agreement you shall be placed on the waitlist for purchasing an Arc Boat (“Waitlist”). You enter this Agreement when Arc receives your Deposit (the “Effective Date”). You agree that payment of the Deposit constitutes acceptance of this Agreement.
2. **Non-binding Preorder Payment.**
 - a. The Deposit is fully refundable to you at any time and for any reason prior to entering into a Purchase Agreement, including if you choose to cancel your preorder or if Arc declines to maintain your preorder.
 - b. You may obtain a refund of your Deposit by emailing preorders@arcboats.com with your request. Upon receipt of your request, Arc will process the refund without undue delays.
 - c. You are under no obligation to purchase an Arc Boat from Arc, and Arc is under no obligation to supply you with an Arc Boat, subject to the reimbursement of your Deposit.
 - d. The Deposit will be applied to the purchase price of an Arc Boat upon signature of the Purchase Agreement.
3. **Waitlist.** Your position on the Waitlist will be secured after Arc’s receipt of your Deposit. You will have the opportunity, but not the obligation, to purchase an Arc Boat at a later date when your position on the Waitlist comes due.

4. **Purchase Agreement.** This Agreement does not constitute an agreement for the sale of an Arc Boat, and you understand that you will be required to enter into a legally binding agreement (a "Purchase Agreement") prior to the purchase of an Arc Boat. You agree that this Agreement does not evidence any warranties, representations or covenants with regards to the Arc Boat, and that such covenants are to be found and documented in the Purchase Agreement.
5. **Product Changes.** This Agreement does not make any guarantees as to the price, configuration, specification, or delivery date of any Arc Boat, nor does it guarantee that you will be able to purchase a specific model of Arc Boat. You agree and understand that the Arc Boat is under development and may suffer delayed commercialization in some or all regions.
6. **Modifications to the Agreement.** Arc can modify this Agreement at any time. However, such modifications shall not affect any Agreement which you have already accepted. Please refer to the version of the Agreement in force at the time of your preorder.
7. **Governing Laws.** This Agreement is governed by the laws of the State of California, without regard to its conflict of laws provisions.
8. **Personal Information.** You agree and understand that Arc will collect, use and disclose your personal information in accordance with Arc's [Privacy Policy](#).
9. **Limitation of Liability.** To the maximum extent permitted by law, (a) Arc will not be liable to you for any indirect, special, incidental, consequential or exemplary damages in connection with this Agreement, including, without limitation, loss of data, loss of profits, or otherwise, but excluding any damages which cannot be excluded under applicable laws and (b) Arc's cumulative liability to you under this Agreement shall be limited to the value of the Deposit.
10. **Term.** This Agreement enters into force at the Effective Date and ends upon the earlier of (a) the execution of a Purchase Agreement or (b) the reimbursement of your Deposit.
11. **General.** Any amendment to this Agreement must be in writing and executed by both parties. The waiver of a breach of any provision to this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. If any part of this Agreement is held to be invalid or unenforceable, that part will be severed and the rest of the Agreement will remain in force. You may not assign this Agreement to anyone and such assignment shall be considered null and void. The preorder granted herein cannot be transferred to any third parties or individuals. Arc may transfer or assign this Agreement upon written notice to you.