

Offer to Purchase Yacht (Brokerage Vessel)

Yacht Hull Id:

Deposit Amount:

Delivery Location:

Date:

The Offeror (identified below) offers to purchase the above-described yacht for a price of \$___[BidAmount]___ (the “**Purchase Price**”).

This Offer is made on and subject to the attached Offer Terms and Conditions (the “**Offer Terms and Conditions**”), which terms and conditions are incorporated herein by this reference. If Offeror has submitted Offeror’s Additional Terms and Conditions in the section below entitled “Offeror’s Additional Terms and Conditions,” such additional terms shall also form part of this Offer and shall govern as provided therein.

BY SIGNING BELOW, OFFEROR ACKNOWLEDGES THAT THIS OFFER AND THE OFFER TERMS AND CONDITIONS AND OFFEROR’S ADDITIONAL TERMS AND CONDITIONS (IF ANY) SET FORTH BELOW CONSTITUTE A LEGALLY BINDING AGREEMENT. OFFEROR IS ADVISED TO READ ALL TERMS AND CONDITIONS CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING.

The Offeror understands that the yacht is used and is being sold “as is” AND “WITH ALL FAULTS” without warranties, EXPRESS OR IMPLIED, of any kind, including, WITHOUT LIMITATION, warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE. The Offeror has completed their due diligence as outlined in the Offer Terms and Conditions and has determined the Vessel acceptable for purchase. The Offeror acknowledges and agrees that this offer and the Offer Terms and Conditions may be executed electronically via PandaDoc or such other electronic signature platform as Galati Yacht Sales LLC may designate, and that such electronic signatures shall have the same legal force and effect as original ink signatures pursuant to the federal E-SIGN Act and applicable state law.

This Offer is made in and shall be governed and construed in accordance with Florida law. This Offer is to be accepted in the State of Florida. When accepted, the Offer Terms and Conditions constitute the entire agreement between Offeror and Seller concerning the purchase of the Vessel and supersede all prior and contemporaneous offers, negotiations, representations, understandings, and agreements, whether written or oral, between the Parties with respect to the subject matter hereof.

OFFEROR’S ADDITIONAL TERMS AND CONDITIONS (OPTIONAL)

Offeror may submit additional terms and conditions in the space provided below (“Offeror’s Additional Terms and Conditions”). Offeror’s Additional Terms and Conditions are optional. If no additional terms are submitted, the Offer Terms and Conditions set forth herein shall govern in their entirety.

IN THE EVENT OF A CONFLICT BETWEEN OFFEROR'S ADDITIONAL TERMS AND CONDITIONS BELOW AND THE OFFER TERMS AND CONDITIONS, THE OFFEROR'S ADDITIONAL TERMS AND CONDITIONS SHALL GOVERN SOLELY WITH RESPECT TO THE SUBJECT MATTER THEREOF.

Offeror's Additional Terms and Conditions:

If no additional terms are submitted, the following shall be deemed inserted above: "NONE — Offer Terms and Conditions Govern."

OFFEROR (if individual):

Printed Name:

Signature:

Date:

Offer Terms and Conditions

These Offer Terms and Conditions govern the Offer submitted through the Yachtoffer.com Website and are subject to and supplement the Website Terms of Use available at “[Website Terms of Use](#)”, which are incorporated herein by reference. In the event of a conflict between these Offer Terms and Conditions and the Website Terms of Use, these Offer Terms and Conditions shall govern solely with respect to the subject matter of the vessel transaction.

1. Definitions. In these Offer Terms and Conditions, the following definitions apply:

(a) **"Seller Acceptance Date"** means the date on which the Offer is accepted by Seller by affirmative communication to Galati Yacht Sales LLC in the manner set forth on the Yachtoffer.com Website. For the avoidance of doubt, the Offer must be accepted by Seller within forty-eight (48) hours after the Offer Period End Date; if Seller does not accept the Offer within such period, the Offer shall be deemed revoked.

(b) **"Business Days"** means any day other than a Saturday, Sunday, or legal holiday in the State of Florida.

(c) **"Closing"** means the completion of the purchase and sale of the Vessel, including the transfer of ownership and any required deliverables.

(d) **"Closing Date"** means the date twenty-one (21) days after the Seller Acceptance Date.

(e) **"Deposit"** means an amount deposited by Offeror with Galati Yacht Sales LLC to be applied to the Purchase Price.

(f) **"Encumbrances"** means all debts, claims, maritime or common law liens, security interests, encumbrances, excise taxes, and any other applicable taxes, customs' duties, or tariffs due to any state, country, regulatory and/or taxing authority of any kind whatsoever.

(g) **"Galati Yacht Sales LLC"** means Galati Yacht Sales LLC, a Florida limited liability company.

(h) **"Galati Yacht Sales its Affiliates and Representatives"** means Galati Yacht Sales Holdings, Inc., a Florida corporation, its subsidiaries and affiliates, including Galati Yacht Sales LLC, and the officers, directors, employees, agents, successors, and assigns of these entities.

(i) **"Offer Period End Date"** means the offer period ending date shown on the Yachtoffer.com Website as such time may be extended by Galati Yacht Sales LLC in its sole discretion.

(j) **"Party"** means Offeror or Seller, and **"Parties"** means the Offeror and Seller together.

(k) **"Seller"** means the Vessel owner listed on the offer acceptance form.

(l) **"Vessel"** refers to the vessel on the Yachtoffer.com Website listing and as identified on the Offer;

(m) “**Vessel Information Materials**” means the Listing Content (as defined in the Website Terms of Use) and any other documents, records, information, and materials made available to Offeror in connection with the Vessel or the transaction contemplated herein, including maintenance records, survey reports, registration documents, and any other materials provided by Seller or Galati Yacht Sales LLC.

(n) “**Yachtoffer.com Website**” means the website provided by Galati Yacht Sales, LLC at: <https://Yachtoffer.com>.

2. Deposit. Offeror has submitted a Deposit to Galati Yacht Sales LLC in the amount of [DepositAmount]. This Deposit will be held and disbursed pursuant to the terms of the Deposit Terms or if this Offer is accepted the terms of this Offer.

3. Offeror Due Diligence. Prior to submitting an offer on the Vessel, it is the Offeror’s responsibility to read and review the information contained in the Vessel listing on the Yachtoffer.com Website, including the Vessel Information Materials provided, and perform any investigations and due diligence Offeror deems pertinent to the purchase of the Vessel. OFFEROR ACKNOWLEDGES THAT OFFEROR HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE VESSEL PRIOR TO SUBMITTING THIS OFFER. OFFEROR ASSUMES ANY AND ALL RISKS ASSOCIATED WITH ITS DUE DILIGENCE ACTIVITIES. Galati Yacht Sales its Affiliates and Representatives assume no liability for errors or omissions in any Vessel Information Materials, content contained in the Vessel listing on the Yachtoffer.com Website, or any additional information provided by Sellers, or any other Vessel listings or advertising, promotional or publicity statements and materials. Galati Yacht Sales its Affiliates and Representatives are not liable for any manner by any oral or written statements, representations or information pertaining to the Vessel, or the operation thereof, made or furnished.

4. Offer and Acceptance.

(a) This Offer constitutes a binding and irrevocable offer by Offeror to purchase the Vessel and shall remain open for acceptance until forty-eight (48) hours following the Offer Period End Date. Seller’s acceptance is expressly limited to the terms and conditions set forth herein. Any additional or different terms proposed by Sellers in any response, confirmation, or other communication shall be deemed material alterations and are hereby objected to and rejected unless expressly agreed to in a signed writing by Offeror.

(b) In the event Galati Yacht Sales LLC believes the Offer (i) has not been made in good faith and in accordance with these Offer Terms and Conditions or the [Website Terms of Use](#); or (ii) is intended to manipulate Galati Yacht Sales LLC’s [Yachtoffer.com](#) Website, Galati Yacht Sales LLC may void the Offer, whether accepted by Seller or not.

5. Risk of Loss; Closing.

(a) Seller will bear the risk of loss of or damage to the Vessel prior to Closing. If the Vessel is damaged subsequent to Seller’s acceptance of the Offer and the necessary repairs will cost less than five percent (5%) of the Purchase Price and require fewer than thirty (30) days to complete,

then (i) Seller must repair the damage prior to Closing in accordance with sound marine practices to the standard of the Vessel immediately prior to the damage and Offeror may inspect such repair, (b) Offeror must pay the remaining balance and take delivery of the Vessel as repaired, and (c) the Closing will be extended by the length of the repair period. If the Vessel is damaged to a greater extent subsequent to Seller's acceptance of the Offer, either Offeror or Seller may terminate the transaction.

(b) The Closing shall occur on the Closing Date, at 900 South Bay Blvd, Anna Maria, Florida, 34216, United States, unless otherwise agreed in writing by the Parties. Offeror shall arrange for all funds due by the Closing. The transfer of the Vessel's ownership will take place after payment of all funds due from the Offeror and delivery of originals of all other documents necessary for transfer of good and marketable title to Offeror as designated by Galati Yacht Sales LLC. Seller represents and warrants that it will transfer to Offeror good and marketable title to the Vessel, free and clear of Encumbrances. No less than two (2) Business Days before Closing, Seller shall deliver to Offeror (i) satisfactory evidence of title, (ii) proof of payment or removal of Encumbrances (except for those Encumbrances that will be paid in full at Closing), (iii) a guaranty and indemnification from Seller guaranteeing Seller's representations and warranties in this Section, (iv) if Seller is a legal entity, a personal guaranty and indemnification from Seller's beneficial owner(s) guaranteeing Seller's representations and warranties in this Section, in the form required by Galati Yacht Sales LLC, incorporating the litigation costs, attorney's fees, governing law and dispute resolution provisions in these Offer Terms and Conditions (the "Personal Guaranty"), and (v) copies of any other documents Galati Yacht Sales LLC deems necessary for transfer of good and marketable title to Offeror. Seller shall pay any cost associated with, and shall cooperate fully to obtain, any authorization for sale required from any governing authority. On or before the Closing, Offeror and Seller shall execute all documents necessary to convey interest in the Vessel from the Seller to Offeror or Offeror's assigns. The delivery location shall be the Delivery Location identified on the Offer to Purchase Yacht (page 1) (the "**Delivery Location**"), unless otherwise agreed by the Parties in writing. If no Delivery Location is specified on the Offer to Purchase Yacht, the Delivery Location shall default to 900 South Bay Blvd, Anna Maria, Florida, 34216, United States or the Vessel's Current Location. If the Vessel must move to the Delivery Location, Seller shall not deliver the Vessel to the Delivery Location unless funds have been paid in full or are being held subject to an escrow conditioned upon delivery of the Vessel to the Delivery location and release of title documents to the Offeror. Closing may be facilitated by overnight courier or electronic means. At Closing, Offeror shall pay the Purchase Price balance to Galati Yacht Sales LLC to be applied to pay Encumbrances, commissions, and other amounts due to third parties in connection with the transaction. The balance shall be paid as directed by Seller. If Offeror fails to take delivery as scheduled and the Vessel must be stored with Galati Yacht Sales LLC after the Closing, the Offeror may be subject to applicable storage fees.

(c) Offeror must pay as part of the Purchase Price any applicable sales tax, compensating use tax, value added tax, consumption tax, goods or services tax or other indirect taxes, luxury tax, excise tax, and duties or tariffs on the purchase of the Vessel.

(d) In certain instances, Galati Yacht Sales LLC may decline, freeze, or hold the Closing for any reason including for suspected fraud, Anti-Money Laundering compliance, compliance with economic or trade sanctions, in connection with Galati Yacht Sales LLC's internal risk controls or due to potential violations of any policy of Galati Yacht Sales LLC.

(e) Galati Yacht Sales LLC or Seller may, in their sole discretion, rescind the sale of a Vessel if Galati Yacht Sales LLC or Seller reasonably determines that (i) any of Offeror's representations or warranties is inaccurate, incomplete or breached; or (ii) the sale has subjected or might subject Galati Yacht Sales LLC or Seller to liability.

6. Financing. Offeror's obligations are not contingent upon Offeror obtaining financing. Offeror acknowledges it is Offeror's sole responsibility to arrange financing, if necessary. Offeror acknowledges that Galati Yacht Sales LLC has made no representations or warranties with respect to Offeror's ability to obtain financing, Offeror's qualifications to obtain any type of mortgage on a Vessel, or Offeror's ability to document or register a Vessel in any jurisdiction.

7. Sales and Use Taxes. Sales or use taxes payable on Offeror's purchase of the Vessel are Offeror's responsibility, and Offeror shall pay the taxes due to Galati Yacht Sales LLC at Closing. Offeror hereby indemnifies and holds harmless Seller and Galati Yacht Sales its Affiliates and Representatives against and from any sales or use taxes for which Offeror is responsible.

8. Default. Notwithstanding anything herein to the contrary, if the Deposit is not paid when due, or if Closing is not consummated due to Offeror's non-performance, including failure to pay the remaining Purchase Price balance or execute necessary documents by the Closing Date, Offeror's Deposit shall be forfeited and retained as AGREED liquidated damages for such breach, to be allocated as set forth below. IN THE EVENT OF A FAILURE BY OFFEROR TO COMPLETE THE PURCHASE OF THE VESSEL, IT WOULD BE IMPRACTICABLE AND DIFFICULT TO ASCERTAIN DAMAGES SUFFERED BY GALATI YACHT SALES LLC AND SELLER, AND THE PARTIES ACKNOWLEDGE THAT, UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE THE OFFER WAS SUBMITTED, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH GALATI YACHT SALES LLC AND/OR SELLER WILL INCUR AS A RESULT OF SUCH FAILURE. THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE AGREED LIQUIDATED DAMAGES TO GALATI YACHT SALES LLC AND SELLER. The entire Deposit amount shall constitute the agreed liquidated damages. Galati Yacht Sales LLC shall allocate the Deposit as follows: (i) first, to reimburse Galati Yacht Sales LLC for any actual out-of-pocket expenses and costs incurred in attempting to complete the transaction (including, without limitation, costs of advertising, communications, travel, and similar items); and (ii) second, any remaining balance shall be divided equally between Galati Yacht Sales LLC and Seller, provided that Galati Yacht Sales LLC's share shall not exceed the commission amount that would have been due from Seller had the transaction closed.

If Closing is not consummated due to Seller's non-performance, the Deposit and any other money paid by Offeror pursuant to the transaction contemplated herein will be returned upon demand, or Offeror may seek specific performance of the transaction contemplated herein. Seller acknowledges that Offeror would be damaged irreparably and would have no adequate remedy at law in the event of Seller's default due to the uniqueness of the Vessel and the difficulty of proving loss. In the event of Seller's default, Seller shall pay any commission due to Galati Yacht Sales LLC as if the transaction had closed. For the avoidance of doubt, Galati Yacht Sales LLC's right to receive the commission as if the transaction had closed shall survive any return of the Deposit to Offeror in the event of Seller's non-performance.

9. Offeror Representations and Warranties. Offeror represents and warrants:

(a) Offeror has full legal authority without any further action or other party's consent to enter into and perform under these Offer Terms and Conditions and to give these representations and warranties;

(b) The Offeror has sufficient funds, available cash, or binding financial commitments to pay the Purchase Price and other amounts required at Closing;

(c) Neither the execution, delivery, nor performance of these Offer Terms and Conditions or performance of the transaction contemplated herein will (i) conflict with or result in a breach under any contract or agreement to which the Offeror is a party; or (ii) violate any applicable law, regulation, code, judgement, order, or decree;

(d) If the Offeror is a legal entity, the Offeror is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation, has all requisite power and authority to execute, deliver, and perform under these Offer Terms and Conditions and the transaction contemplated herein; and does not violate the Offeror's organizational documents.

(e) The Offeror has not engaged any broker, finder, or agent in connection with the purchase of the Vessel, other than as disclosed in advance to Galati Yacht Sales LLC;

(f) There is no action, suit, proceeding, claim, or governmental inquiry pending or threatened against Offeror that would reasonably be expected to prevent the Offeror from performing its obligations under these Offer Terms and Conditions and under the agreement formed once the Offer is accepted by Seller. Funds used to purchase a Vessel are not connected with the proceeds of criminal activity. Offeror is not under investigation, charged with, or convicted of any substantive or predicate money laundering or economic sanctions crime, terrorist activity, tax evasion or act in violation of any applicable anti-bribery or anti-corruption laws or regulations;

(g) Offeror is not the subject of Sanctions, nor is Offeror organized, located, or residing in a Sanctioned Jurisdiction. Offeror is not controlled by, or acting on behalf of, an entity or individual that is: (i) the subject of Sanctions, or (ii) located, organized, or resident in a **Sanctioned** Jurisdiction;

(h) Offeror is in compliance with applicable Sanctions, anti-money laundering, anti-terrorism, and anti-bribery or anti-corruption laws;

(i) no deposits, Purchase Price or fees are funded directly or indirectly by or from anyone that is the subject of Sanctions or located, organized or resident in a Sanctioned Jurisdiction; and

(j) no party directly or indirectly involved in the transaction is the subject of Sanctions or is owned (in whole or in part) or controlled by any individual or entity that is the subject of Sanctions or otherwise located, organized, or resident in a Sanctioned Jurisdiction, except as expressly authorized in writing by the government authority having jurisdiction over the purchase and with our prior express written consent.

10. Indemnification. Offeror shall indemnify and hold Galati Yacht Sales its Affiliates and Representatives and the Seller harmless against any and all claims, causes of action, liabilities,

damages, losses, and expenses (including but not limited to reasonable attorneys' fees), arising out of or in connection with: (i) any inaccuracy, incompleteness or breach of any of Offeror's representations or warranties under these Offer Terms and Conditions; (ii) Offeror's use of and access to the Yachtoffer.com Website, including any data or content transmitted or received by Offeror; (iii) Offeror's violation of these Offer Terms and Conditions; (iv) Offeror's violation of any applicable law, rule or regulation; or (v) Offeror's gross negligence or willful misconduct.

11. Limitation of Liability. *IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, REGARDLESS OF THE FORESEEABILITY THEREOF AND REGARDLESS OF THE THEORY OF LIABILITY UNDER WHICH SUCH DAMAGES ARE SOUGHT. GALATI YACHT SALES ITS AFFILIATES AND REPRESENTATIVES SHALL NOT BE LIABLE TO OFFEROR FOR ANY REASON (WHETHER ARISING OUT OF OR RELATING TO A BREACH OF THESE OFFER TERMS AND CONDITIONS OR ANY OTHER MATTER RELATING TO OFFEROR'S PURCHASE OF, OR OFFER FOR, THE VESSEL), OTHER THAN IN THE EVENT OF FRAUD OR FRAUDULENT MISREPRESENTATION BY GALATI YACHT SALES LLC OR AS OTHERWISE EXPRESSLY SET FORTH IN THESE OFFER TERMS AND CONDITIONS. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE AGGREGATE LIABILITY OF GALATI YACHT SALES ITS AFFILIATES AND REPRESENTATIVES TO OFFEROR UNDER OR IN CONNECTION WITH THESE OFFER TERMS AND CONDITIONS SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00).*

12. DISCLAIMER OF WARRANTIES. *GALATI YACHT SALES ITS AFFILIATES AND REPRESENTATIVES DO NOT AND CANNOT GUARANTEE THE ACCURACY OF ANY INFORMATION IT HAS PROVIDED ON THE VESSEL. UPON CLOSING, OFFEROR WILL BE DEEMED TO HAVE ACCEPTED THE VESSEL IN ITS "AS IS" AND "WITH ALL FAULTS" CONDITION. GALATI YACHT SALES ITS AFFILIATES AND REPRESENTATIVES HAVE GIVEN NO WARRANTY, EITHER EXPRESSED OR IMPLIED, AND MAKES NO REPRESENTATION AS TO THE CONDITION OF THE VESSEL, ITS FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY, ALL OF WHICH ARE DISCLAIMED. THE OFFEROR FURTHER EXPRESSLY AGREES THAT OFFEROR HAS NOT RELIED UPON ANY ORAL REPRESENTATION BY GALATI YACHT SALES ITS AFFILIATES AND REPRESENTATIVES AS TO THE CONDITION OR CAPABILITY OF THE VESSEL OR ITS INVENTORY.*

13. Brokers. DUAL AGENCY DISCLOSURE: To the extent that Galati Yacht Sales LLC acts as a broker OFFEROR acknowledges GALATI YACHT SALES LLC may act as a dual-agent in a purchase and sale transaction, REPRESENTING BOTH OFFEROR AND SELLER. OFFEROR UNDERSTANDS THAT AS A DUAL AGENT, GALATI YACHT SALES LLC OWES DUTIES TO BOTH PARTIES AND MAY HAVE CONFLICTS OF INTEREST. Galati Yacht Sales LLC may disclose to both Offeror and Seller facts known to Galati Yacht Sales LLC materially affecting the Vessel's value or desirability. Galati Yacht Sales LLC disclaims any duty to disclose to Offeror that Seller is willing to sell the Vessel for an amount less than the asking price or disclose to Seller that Offeror is willing to pay a price greater than the offering price. Offeror represents and warrants that Offeror has not employed or dealt with any other broker, agent, or finder in carrying out the negotiations relating to the sale of the Vessel to Offeror and acknowledges that Galati Yacht Sales LLC is a third-party beneficiary to these Offer Terms and

Conditions. Galati Yacht Sales LLC is obligated to perform only the duties expressly set forth herein and no implied duties or obligations may be read into these Offer Terms and Conditions.

14. Force Majeure. Neither Party will be liable for or be deemed to have defaulted under or breached these Offer Terms and Conditions for failure or delay in fulfilling or performing any of our obligations to the extent, and for so long as, such failure or delay is caused by events beyond our reasonable control (“**Force Majeure Events**”), including without limitation, acts of God, acts of terrorism, strikes, lockouts, riots, acts of war, fire, communication line failures, computer viruses, power failures, accidents, tropical storms, hurricanes, earthquakes, plagues, pandemics, epidemics, infectious disease outbreaks, or other natural disasters of any type (without limitation), quarantines, travel restrictions, whether declared by a governmental authorities or a non-governmental organization, interruptions of regular transportation, civil disobedience, piracy, and hostilities of any type (without limitation), or any other cause that could not have prevented with reasonable care. If a Force Majeure Event occurs, the applicable time periods, including, without limitation, the Closing Date, will be deemed extended by the time necessary to permit the affected Party to perform in accordance with these Offer Terms and Conditions; provided, however, if the Force Majeure Event delays the Closing for a period of for more than sixty (60) days, either Party may terminate the purchase of the Vessel. Additionally, upon the occurrence of a Force Majeure Event rendering the Seller unable to perform, the Offeror may terminate the purchase of the Vessel without penalty.

15. Governing Law; Arbitration; Waiver of Trial by Jury. Any disputes arising under or related to this Offer shall be governed in all respects by the laws of the State of Florida, regardless of the principles of conflict-of-law adopted by such jurisdiction. Any dispute, controversy or claim arising out of or relating to this Offer or the breach, termination or validity thereof, including the determination of the scope or applicability of the agreement to arbitrate, shall be settled by arbitration in Broward County, Florida administered by the International Yacht Arbitration Council in accordance with its Rules of Procedure then in effect. Judgment upon the arbitration award may be entered, and application for judicial confirmation or enforcement of the arbitration award may be made in any court of competent jurisdiction. **THE PARTIES HEREBY WAIVE TRIAL BY JURY FOR ANY dispute, controversy or claim ARISING UNDER THESE OFFER TERMS.**

16. Miscellaneous.

(a) **Severability.** If any part of these Offer Terms and Conditions shall be held invalid or unenforceable by any court of competent jurisdiction, the other provisions of these Offer Terms and Conditions shall remain in full force and effect. Any provision of these Offer Terms and Conditions held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(b) **Amendments.** Once the Offer and these Offer Terms and Conditions are accepted by Seller, the agreement formed thereby shall not be amended or modified except by a subsequent writing specifically referencing these Offer Terms and Conditions electronically signed by authorized representatives of all Parties.

(c) **No Waiver.** The rights and remedies of the Parties are cumulative and not alternative. Neither the failure of, nor delay by any Party in exercising any right, power or privilege, and no single or

partial exercise of any such right, power or privilege shall preclude any other or further exercise of such or any other right, power or privilege.

(d) **Assignment.** The Parties may not subcontract, sublicense, assign or transfer (including any transfer by operation of law) these Offer Terms and Conditions without the advance written consent of the other Party. Any attempt by the Parties to assign or delegate any portion of these Offer Terms and Conditions in violation of this Section and the rights and licenses granted hereunder shall be null and void.

(e) **Third-Party Beneficiaries.** Galati Yacht Sales LLC is a third-party beneficiary to these Offer Terms and Conditions and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto. Other than the foregoing, the rights granted hereunder are rights personal to the Parties to these Offer Terms and Conditions. No provision of these Offer Terms and Conditions is intended, nor shall it be interpreted, to provide or create any third-party beneficiary rights or any other rights of any kind.

(f) **Notices.** Any notice, certification, demand, or other formal legal communication required or permitted under these Offer Terms and Conditions shall be in writing in the English language. Mail is the exclusive method of formal legal notice under these Offer Terms and Conditions. Notice shall be effective only upon deposit in the United States regular mail, addressed to the recipient, postage prepaid and sent by registered or certified mail with return receipt requested; notice so sent shall be deemed effective five (5) days after deposit. Notwithstanding the foregoing, courtesy copies of notices may be transmitted by (i) overnight courier (effective one (1) day after deposit, provided confirmation of delivery is received) or (ii) electronic mail (effective upon transmission, provided confirmation of receipt is received), but such courtesy copies shall not constitute valid legal notice for purposes of these Offer Terms and Conditions unless also sent by certified mail as provided above. No other method of notice shall constitute effective formal legal notice. A copy of any notices, demands, and other communications shall be sent to Galati Yacht Sales LLC at 900 South Bay Blvd, Anna Maria, Florida, 34216, United States. Notices to Offeror shall be sent to Offeror's mailing address on record with Galati Yacht Sales LLC. Either Party may change its notice address by written notice to the other Party in accordance with this Section.

(g) **Headings.** The titles and headings are for administrative purposes only and do not constitute substantive matter to be considered in construing the terms and shall not affect the interpretation of these Offer Terms and Conditions. All references herein to articles, sections, subsections and clauses shall be deemed references to such parts of these Offer Terms and Conditions, unless the context shall otherwise require.