

WakeTouch LLC

An Idaho Limited Liability Company

Order Information

Quantity	Description	Price Each	Total
	Replacement Tige TouchPads	420.00 USD	

Buyer Information

Full Name:		
Company:		
Address:		
City:	State or Province:	ZIP/Postal Code:
Country:		
Phone:		
Email:		
Boat Year & Model:		
Signed:		Date:

Please complete and sign **BOTH PAGES** of this form. Scan + email to "orders@waketouch.com", or mail to:

**WakeTouch LLC
Attn: Tige TouchPad
755 LongView Drive
Greenback TN 37742**

Payment must be in US Dollars payable to "WakeTouch LLC". Send PayPal payments to "paypal@waketouch.com". Or, checks may be mailed to the address shown at left. The tracking number will be sent to the email address provided above.

Limited Warranty: WakeTouch LLC warrants its Replacement Tige TouchPad against defects in materials and workmanship to the original buyer for one year from date of original purchase. If a defect exists, at its option WakeTouch LLC will (1) repair the product; (2) replace the product; or (3) refund the purchase price of the product.

**THE TERMS AND CONDITIONS ON THE SECOND PAGE OF THIS FORM
MUST BE SIGNED AND INCLUDED FOR THIS ORDER TO BE ACCEPTED**

BY EXECUTING THIS AGREEMENT AND/OR USING WAKETOUCH'S PRODUCTS, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS, INCLUDING ANY AMENDMENTS OR UPDATES. YOU SPECIFICALLY ACKNOWLEDGE YOU HAVE READ THE ENTIRETY OF THIS AGREEMENT AND UNDERSTAND ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

These TERMS AND CONDITIONS (the "Agreement") are made as of _____, 20__
print today's date

by WakeTouch LLC, an Idaho limited liability company ("WakeTouch"), and

_____ ("Buyer") of the Products ("Products") listed on page one.
print your full name as shown on page 1

1. Installation and Use. Buyer acknowledges and agrees that the Products are do-it-yourself Products, and Buyer expressly accepts sole responsibility for decisions related to the installation and use of the Products, including, but not limited to, the proper fitness for the particular purpose, installation, operation, maintenance, and training of initial and future owners and/or operators of the Products, confirmation that the Products are properly installed, testing the Products, ensuring that the Products are working, and compliance with all relevant rules, laws, statutes, codes, regulations, ordinances, and/or intellectual property rights of others. Buyer acknowledges and agrees that Buyer is not relying on WakeTouch to install the Products, and agrees and acknowledges that WakeTouch cannot, and does not, ensure that the Products are installed or used correctly or in compliance with any applicable rules, laws, statutes, codes, regulations, ordinances, and/or intellectual property rights of others. It is solely Buyer's obligation to advise WakeTouch if there is an issue with the Products, and Buyer, without limiting other releases in this Agreement, hereby releases WakeTouch from any damages, losses or expenses resulting from or as a consequence of issues related to the installation or use of the Products.

2. Indemnification. Buyer will indemnify, defend, and hold harmless WakeTouch, its members, and its contractors from any and all actions by any party with respect to any WakeTouch Products, and any other aspects related to this Agreement including actual or threatened claims, actions, damages, liabilities, costs and expenses, including without limitation reasonable attorney's fees and expenses.

3. Limitation of Liability (if any). Regardless of whether any remedy set forth herein fails of its essential purpose, in no event shall WakeTouch be liable in contract, tort, strict liability, or cause of actions of any nature for any indirect, special, incidental, punitive, consequential or reliance, loss, damage or expense, including without limitation lost profits or loss of use or revenues, whether or not WakeTouch was advised, should have known, or was aware of the possibility of such loss, damage, or expense arising out of or in connection with any act or omission relating to the subject matter of this Agreement. WakeTouch's total liability shall not under any circumstances exceed the sum total paid by Buyer to WakeTouch.

4. Entire Agreement/Successors and Assigns. This Agreement contains the entire agreement and understanding between Buyer and WakeTouch and supersedes all prior agreements, if any. This Agreement shall be binding on Buyer, its successors, trustees, receivers, and assigns.

5. Venue/Jurisdiction. This Agreement shall be governed by, enforced under, and construed in accordance with the laws of the State of Washington. Buyer consents and submits to personal jurisdiction of courts situated in Spokane County, Washington and agrees that disputes arising in connection with this Agreement shall be heard only by a court of competent subject matter jurisdiction situated in such County.

The undersigned has read, approved, and agreed to the contents of this Agreement.

Signed: _____ Date: _____
sign your full name as you printed it above