

**A Free Resource of the Marine Retailers Association of the Americas**

In today’s market, all retailers who are taking a down payment on new Boats that have yet to have been built and/or delivered to the dealership need to be prepared for how to handle a potential change in price from the manufacturer in their conversations and work with prospective buyers.

To assist with these cases, you may want to include some price disclaimer language as part of your sales contracts. Through our friends at Bellavia, Blatt & Crossett, P.C., we have developed the following statement, which you can incorporate into your sales documentation.

**MRAA disclosure**: The following document is a sample only. Since it’s a Word document, it can be edited as necessary. Once incorporated into the dealership sales contract, dealers should retain a signed copy and give another copy to the purchaser. Be advised that this is a generic form that has been created not knowing what states, provinces or countries it will be used in. Please contact legal counsel should you have any questions to its validity in your jurisdiction, so that you can ensure that you are abiding by state, province and/or federal laws.

This document is subject to change and may be changed in order to comply with applicable state, provincial and federal law. MRAA nor any of its affiliates, representatives, legal counsel or other parties make any representation to its validity in your jurisdiction.

If you are interested in exploring more information about the legal services offered by Bellavia, Blatt & Crossett, P.C. click here: [Legal Services](https://www.mraa.com/general/custom.asp?page=MRAADealerLaw). Through a special arrangement that the MRAA has developed with the firm, a $300 monthly retainer with Bellavia, Blatt & Crossett, P.C. can provide your dealership with unlimited access to legal support on a variety of matters including franchise agreements, employment practices, consumer complaints, real estate and lease agreements and more.

**Price Disclaimer**

These terms and conditions of sale (“Terms and Conditions of Sale”) are between the buyer and \_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Seller”) selling the products or services (“Product” or “Service”) to a buyer (hereinafter referred to as “Buyer”).

**1. Quotations and Price Lists**

1.1 Quotation: Unless otherwise indicated on the quote, written quotations by Seller shall expire automatically ninety (\_\_\_) days after the date appearing on the quotation unless Seller receives and accepts Buyer’s order within that period. Prior to the expiration date any quotation is subject to change by Seller at any time upon written notice to buyer.

1.2. Price Lists: Price List means the list of prices applicable for the Seller’s products and as published by the Seller. Different price lists may apply for each of Seller’s product category. Each Price List is valid from its effective date as indicated on such Price List until its revision by the Seller. The Price List is subject to these Terms and Conditions of Sale.

**2. Acceptance of Purchase Orders**

Notwithstanding any contrary language in Buyer’s purchase order, each purchase order shall be subject to acceptance by an authorized employee of Seller and each transaction shall be governed exclusively by these Terms and Conditions of Sale (“Contract”), except if any specific terms have been expressly and mutually agreed by the parties and confirmed in Seller’s sale order acknowledgement of each purchase order. Such acceptance is expressly limited to these Terms and Conditions of Sale, and any additional or different terms proposed by Buyer are automatically rejected unless expressly agreed to in writing by Seller. No contract shall exist except as hereinabove provided.

**3. Price Changes**

Prices (provided by way of a Quotation or a Price List) are subject to change to the prices in effect at the time of delivery. Seller reserves the right to make any corrections to prices quoted due to clerical errors or errors of omission. In the event of any specific requirements (including without limitation any design, specification, ordered quantity, or shipment changes) representing a price increase, Buyer will be notified and afforded an opportunity to confirm.