



Preliminary iQFOiL Builder Application Form

Company Information

Name of Company:

Trade Names (if any):

Business Address:

Address of Manufacturing Facility (if different from above):

Company Website:

Principal Contact Name:

Principal Contact Email:

Principal Contact Phone:

Do you give permission for iQFOiL to use your company name in public announcements regarding potential builders?

Yes

No

Company Profile

Please provide an overview of your company's current operations including: size and location of manufacturing facility, years in operation, number of employees, number of boats produced, annual revenue etc.

Financial Viability

Please describe the source of funding and access to capital required to fund and operate a viable production process – e.g. private funding, bank loans, type and size of existing lines of credit etc.

Relevant Manufacturing Experience

Please describe your company's manufacturing experience relevant to the production of iQFOiL Equipment including: number of years in operation, type of boats currently produced by your company, experience with World Sailing Class boats and other relevant composite manufacturing experience.

Key Personnel

Please name the key personnel for your company including: number of years in the industry, brief summary of their work experience, description of marine or composite manufacturing experience.

Quality Assurance

Please provide information on the company's current quality assurance systems and track record.

Volume of Production

Approximate Annual Build Capacity of iQFOiL Class-Legal Equipment:

Confirmation Statement

I confirm that I am authorized to submit this application on behalf of the Company and that I understand and agree to the Terms and Conditions attached to this application form.

Name of Applicant:

Company Name:

Date:

iQFOiL Builder Application Terms and Conditions

These Terms and Conditions form an agreement between iQFOiL and the company described in the accompanying builder application form ("Company").

1. Company and anyone claiming on Company's behalf releases and forever discharges iQFOiL and its affiliates, successors, officers, employees, panel members, representatives, partners, agents and anyone claiming through them (collectively, the "Released Parties"), in their individual and/or corporate capacities from any and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature and kind, known or unknown, which Company has or ever had or may in the future have against iQFOiL or any of the Released Parties arising out of or relating to the application and approval process to become an iQFOiL builder.
2. Company agrees that iQFOiL is in no way liable for any expense or hardship, either real or intangible, related directly or indirectly to the preparation and submission of an application or the approval process to become an iQFOiL builder. This Agreement shall not be in any way construed as an admission by the iQFOiL that it has acted or may act wrongfully with respect to Company or any other person, that it admits liability or responsibility at any time for any purpose, or that Company has any rights whatsoever against the iQFOiL.
3. Company understands that its application will be reviewed and evaluated by an iQFOiL appointed assessment panel ("Panel") and that the deliberations of the Panel are confidential. Company agrees that it is solely responsible to ensure that its application and any supplement documentation contains all the requested information and, other than in response to requests for additional information from the Panel, Company agrees it will not make any attempt to contact or influence the Panel in its decision-making process either directly or indirectly. Breach of this provision will immediately invalidate an application.

4. The World Sailing Olympic Equipment Policy requires that the period from when any new builders' equipment may be used for racing in an Olympic Class is sufficiently long to ensure necessary testing and integrity of such equipment, having regard to the Olympic cycle.

5. This Agreement shall be binding upon the parties and their respective heirs, administrators, personal representatives, executors, successors and assigns. Company has the authority to release the Claims and has not assigned or transferred any Claims to any other party. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior oral or written agreements or understandings between the parties concerning the subject matter of this Agreement. This Agreement may not be altered, amended or modified, except by a written document signed by both parties. The terms of this Agreement shall be governed by and construed in accordance with the laws of England and Wales.

6. Both parties represent they fully understand their right to review all aspects of this Agreement with attorneys of their choice, that they have had the opportunity to consult with attorneys of their choice, that they have carefully read and fully understand all the provisions of this Agreement and that they are freely, knowingly and voluntarily entering into this Agreement.

7. If, despite the foregoing, any controversy or claim is taken to any court, tribunal or dispute resolving body, the Company and iQFOiL agree to the exclusive jurisdiction of the courts of England and Wales.

Please send completed form to: technical@iqfoilclass.org