



SALES CONTRACT / PURCHASE CONTRACT

The undersigned:

Name :
 Address :
 Postal code/Place of residence :
 the owner, hereinafter referred to as **'the Seller'**

and,

Name :
 Address :
 Postal code/Place of Residence :
 , hereinafter referred to as **'the Buyer'**,

declare that they have agreed as follows:

PLEASURE YACHT

Article 1

The Seller sells to the Buyer and the Buyer buys from the Seller the following vessel.

Name :
Make/Type :
BTW status (Dutch VAT) :
Hull number :

Builder	:	Motor	:
Building material	:	Type	:
Year of construction	:	Serial no.	:
		HP	:
Dimensions	:		

PRICE AND TERMS OF PAYMENT

Article 2.1

The price has been agreed on:

In words:

- a. Partly as security for performance of his obligations arising hereunder, the Buyer, within two (2) days after this contract has been signed, will transfer an amount of three thousand two hundred and seventy-five euro (EUR 3,275) to ING account no. 299.46.39 in the name of Astra Mare Yachtbrokers at Leeuwarden (BIC = INGBNL2A / IBAN = NL25INGB0002994639). The balance of the purchase amount must have been credited to the Seller's account within thirty (30) days after this contract has been signed.

Seller's bank account title:

Seller's bank account number:

Place:

IBAN:

BIC / SWIFT:

- b. Should this contract be cancelled pursuant to the provisions of Article 4, the full amount of the deposit made under Article 2.1(a) will be retransferred to the account of the Buyer within eight (8) days of the date of cancellation.

Article 2.2

No interest will be paid on the payments referred to in Article 2.1 under a. and b.

ACTUAL TRANSFER

Article 3.1

The vessel will be delivered in working condition and in commission, in the visible condition found when inspected by or on behalf of the Buyer on a date yet to be agreed on by the Buyer and the Seller

The actual transfer will be effected without personal items, but – insofar as is applicable – including the vessel's papers.

Article 3.2

The Seller will transfer the vessel in unconditional ownership, unencumbered by mortgages, and free from port charges and attachments or registrations thereof and free from debts and/or any other obligations whatsoever. The Seller will indemnify the Buyer against any claims.

Article 3.3

Transfer of title will only take place immediately after receipt of the total purchase price and as described in Article 2.1 of this agreement, but no later than 30 days after this contract has been signed. This of course after the total balance has been paid. The vessel will then be at the expense and risk of the Buyer.

SURVEYS

Article 4.1

The Buyer is entitled, and is expressly advised, to have the vessel inspected – at his own expense and risk – by a recognised expert of his choice before the date of actual transfer, only in the matters of:

- a. the proper functioning of the technical equipment and accessories,
- b. the proper condition of the submerged part of the vessel, and
- c. the proper working order of the construction and components.

Article 4.2

In the event that in the assessment carried out under Article 4.1 the expert discovers material defects or constructional damage and/or loss – for which no reservation was agreed on by the parties – the parties will act as follows:

- a. within a reasonable period of time the Seller will repair the defects and/or damage/loss discovered by the expert on the directions of the expert, or
- b. the parties set off the repair costs, to be assessed by a recognised expert, against the purchase price.

The repair costs arising from regular maintenance will be excluded from the Seller's obligation as referred to in this Article.

Article 4.3

Should the repair costs as referred to in Article 4.2. under a. amount to over 5% of the purchase price, the both parties will be entitled to dissolve this contract. In that case the deposit referred to in Article 2.1 will be refunded to the Buyer immediately. In such case the cost of the assessment will be for the account of the party who cancels the contract.

Article 4.4

Where the repairs referred to in Article 4.2 under a. include any improvements, the improvement costs will be borne by the Buyer. These costs amount to the difference between the cost of replacing the defective part by a duplicate of the original part or the cost of restoring the defective part to its original state, and the cost of replacing or repairing the defective part by/into the version of the replacement/repair wished for by the Buyer.

Article 4.5

If, based on his assessment as referred to in Article 4.1, the expert decides to declare the vessel unfit, this contract will be considered dissolved and the deposit referred to in Article 2.1. under a. will be refunded to the Buyer immediately.

Article 4.6

- a. If the Buyer exercises his/her right of survey, the expert's report that is to be made must be in the Buyer's hands no later than within 5 days of the assessment.

Buyer's initials..... The Buyer has been advised to have the vessel assessed.

NON-PERFORMANCE OF OBLIGATIONS

Article 5

In the event that the parties fail to comply with the obligations placed on them by this contract, the defaulting party will be liable to pay the other party a penalty immediately due and payable of 10% of the purchase price, after the defaulting party has been served in writing, with acknowledgement of receipt and giving him a period of ten days in which to comply, a notice of default and the defaulting party is in default, all this without prejudice to the right of the party not in default to claim, in addition to the aforementioned penalty, compensation for the actual loss suffered relating to the defaulting party's default, and without prejudice to his right to claim any extrajudicial collection costs he may have incurred.
Any deposit paid will not be refunded if any such event should occur.

GENERAL CONDITIONS

Article 6.1

No general conditions will apply to this contract. The parties preclude application of both their own general conditions and those of the other party and/or third parties.

Article 6.2

Any dispute arising from this contract will be settled by the district court or cantonal section of the district court which has jurisdiction in the area where the Seller's lawyer has his/her practice.

Article 6.3

This contract is exclusively governed by Dutch law.

Article 6.4

Both the Buyer and the Seller state that they have authority to sign.

Article 6.5

Both the Buyer and the Seller declare that Astra Mare Yachtbrokers has a mediating role only and that it will not be a party to this contract in any manner whatsoever. The Buyer and the Seller therefore completely indemnify Astra Mare Yachtbrokers against any damage/loss, claims and procedures arising from this contract and from its mediation.

DOCUMENTS

Article 7

The costs of documents which the Seller has to take care of in order to transfer the vessel will be borne by the Seller and the costs of possible new registration papers or other ship's papers wished for by the Buyer will be for the account of the Buyer.

Article 8

This contract is legally valid if it has been accepted by both parties through their signatures and if a copy thereof has been put at the disposal of the other party no later than within 14 days of signing.

Article 8.1

Drawn up in **triplicate**

Date :
Place :

Date :
Place :

Signature
Seller :

Signature
Buyer :

