

# MOONRAKER MARINE LIMITED

(A MEMBER OF THE BUXTON GROUP)

8, QUEEN ANNE STREET, LONDON, W.1

Factory Office: BRUNDALL, NORWICH  
BRUNDALL 2501-2541

## Warranty

GIVEN IN RESPECT OF ONE NEW MOONRAKER CLASS MOTOR YACHT.

Craft's Name VANESSA

Owner's Name W. J. M. GLOVER

Owner's Address ROCK LODGE, MONEYMORE, COUNTY DERRY, IRELAND

Factory Build Number 711/118/P175GT


Final acceptance signed on \_\_\_\_\_

**Notes.** For a period of 24 months from the above date (12 months in relation to parts of non Glass-Fibre manufacture) Moonraker Marine Limited (8 Queen Anne Street, London, W.1.) will replace and/or repair any such items which in their opinion are defective owing to faulty workmanship or materials on the above craft subject only to the following terms and conditions:—

1. That Moonraker Marine Limited accept responsibility for the soundness of construction with regard to glass fibre work, and carpentry and engineering fittings in the craft, and their suitability for use.
2. The Company's undertaking to repair or replace applies only to parts of its own design, that is, parts manufactured by or to the specification of Moonraker Marine Limited. The Company will be under no legal liability in respect of parts not of its own design but will during the Warranty period at the request of the purchaser (who shall reimburse the Company for any expense) take reasonable steps to secure the repair or replacement by the manufacturer of any such part which may be defective.
3. In the event of an owner requiring work to be carried out under the terms of this warranty he shall deliver the craft at his own cost to Moonraker Marine Limited's place of business, or to a suitable location to be agreed between Moonraker Marine Limited and the owner, and the owner will be responsible for its removal after any such necessary work has been carried out. Whilst the craft is in the possession of Moonraker Marine Limited no responsibility is accepted by Moonraker Marine Limited for its safety or condition.

4. Should the Company in their discretion carry out any extra work or supply any extra parts free of charge, they shall be under no legal liability of any kind in connection therewith and the provisions of the Warranty shall not in any way be deemed to have been waived.
5. No claim under the Warranty will be accepted by the Company if after delivery:—
  - (a) Damage has occurred through mishandling or misuse.
  - (b) Damage has occurred through storm, tempest or accident.
  - (c) Should the craft be used for competition purposes.
  - (d) Any damage to coatings, platings, furnishings or metals caused by climatic and other conditions.
  - (e) Should unauthorised work or repair be carried out to the craft in such a manner as to impair or prejudice its performance or reliability.
6. General performance and speeds of individual models and their formats are estimated and calculated as a result of Moonraker Marine's previous experience on the model in question. The speeds are estimated and not guaranteed, and Moonraker Marine Limited will accept no responsibility for any loss or damage whatsoever caused by any deviation from the generally indicated performance or speeds nor shall Moonraker Marine Limited be liable for any damages in connection with the foregoing howsoever incurred.
7. This Warranty is not transferable.
8. That in the event of any claim arising from items of proprietary equipment not manufactured by Moonraker Marine Limited and the craft having to be returned to the premises of Moonraker Marine Limited the standard terms of business of Moonraker Marine Limited shall apply in full and the Purchaser agrees to be bound by them. A copy of the terms of business referred to is available on request.
9. All terms of conditions of Sale and Warranty as above referred to shall be construed and take effect in accordance with English Law and any claim against the Company in connection with or under such arrangements as above referred to shall be brought in the English Courts only.

SIGNED \_\_\_\_\_

  
Purchaser, Owner or authorised signatory

Date 20-7-71