

Purchasing Contract for second-hand boats

Between

Mr. / Mrs. / Firm

Address _____

Area Code, City _____

Country _____

Telephone _____

as seller

and

Mr. / Mrs. / Firm

Address _____

Area Code, City _____

Country _____

Telephone _____

as buyer

the following contract is concluded:

ß1

The buyer purchases from the seller the second-hand boat

Brand _____

Model _____

Construction/Hull no. Motor no. registration document no.

at the price of EUR _____ other currency _____

in words _____

Possible warranties of the seller concerning the negotiation of the contract are only valid, if they are an explicit subject of this final written agreement.

§2

The buyer declares that he has expected and examined the boat as described in § 1 in detail.

During the inspection on _____ there were

no deficiencies the following deficiencies:

which will be repaired by the seller until _____.

§3

1. Technical data of the boat

Length:	_____	Width:	_____
Depth:	_____	Sail no.:	_____
Sail surface:	_____	Weigth:	_____
Model year:	_____	Construction shipyard:	_____
Hull form:	_____	Type of motor:	_____
KW/PS:	_____	Model year motor:	_____

2. Technical data of the trailer

Trailer:	_____	Model Year:	_____
Producer:	_____	Type:	_____
Technical Inspection:	_____	Allowable weight:	_____

3. The second-hand boat is sold including all inventory according to the equipment list attached to this contract. After having been signed by both parties, this equipment list is considered to be part of this contract.

§4

1. The purchase price will be due as follows:

at once / on delivery of the boat / other agreement:

2. In case of charge by mortgage, a notarial certificate of satisfaction has to be given by the mortgage creditor.
3. The second-hand boat will remain a property of the seller until the purchase price has been fully paid.
4. Until full payment of the purchase price the seller commits himself to: care for the necessary insurance of the boat, not to pass it on to a third party, not to transfer it to a third party, not to sell it.

§5

The delivery of the second-hand boat will be effected as follows:

on the _____ in _____

Delivery will be effected on cost and risk of the seller. If the buyer desires it, a transport insurance can be concluded at his cost.

§6

At the time of handing-over a corresponding report has to be submitted, signed by both parties, concerning the equipment list attached to the contract. If the second-hand boat is not handed over to the buyer in a condition corresponding to the contract with all equipment, the complaints have to be put down in the report in detail.

§7

1. The seller assures that he is the only owner of the boat and that no ship mortgages are known to him. If, in spite of that, corresponding rights are insisted on, the seller must liberate the buyer from this rights and must bear all costs which may arise from these rights and pay them in advance.
2. Furthermore, the seller assures, that he himself or a predeceasing owner have paid duties and vat for the second-hand boat and the equipment at the moment of the first purchase or the importation into a EU member state.

Date, City _____

Seller

Buyer
