

Contract for the build
and supply of one
Motor Yacht
for _____

*A Contract made the day of 19.....
Between JCL Marine Ltd. (hereinafter called the company) whose registered
Office is situated at Brundall, Norwich, Norfolk of the one part and
..... (hereinafter
called the purchaser) of
..... of the other part.*

Wherein it is agreed as follows:

1. The Company shall sell to the Purchaser the craft specified in the attached schedule for the sum of £_____ excluding Value Added Tax. Value Added Tax will be charged at the rate in force at the time an invoice is raised. Any relief from Value Added Tax claimed because the boat is to be exported will be subject to the agreement of H.M. Customs and Excise before final handover of the craft.
2. The craft is sold for the price shown in paragraph 1 ex and any expenses involved in removal from that place or delivery to another place shall be paid by the Purchaser.
3. The said sum shall be paid by the following instalments:
 - (a) _____ of the purchase price shall be paid on the signing of this contract;
 - (b) _____ of the purchase price shall be paid on the moulding of the hull and installation of the engines and stern gear;
 - (c) _____ of the purchase price shall be paid on completion of the hull and the superstructure sub-assemblies, and the completion of jointing of the hull and superstructure together;
 - (d) The balance of the purchase price shall be paid on completion of the building of the craft and on completion of acceptance trials. Payment of this final instalment and any other amounts due to the Company at that time shall be made in cash, or by banker's draft, or by transfer of funds to the bank account of the Company, before the craft leaves Company premises or control. The Company shall notify the Purchaser of the due date of each payment and the Purchaser shall pay the required amount within seven days of the due date.
4. The purchase price shown in paragraph 1 is subject to increases arising from general escalation of costs. The final price for the boat shall be the price ruling at the time of the delivery. Any increase shall be limited to a maximum of one per cent per month, commencing three months after the date of the contract.
5. Any changes requested by the Purchaser to the specification in the attached schedule before commencement of the craft shall be subject to acceptance in writing by the Company. The Purchaser shall pay for any additional amounts so incurred at the time the appropriate instalments fall due as in paragraph 3. Alterations that cannot be incorporated in the construction of the craft shall be carried out after acceptance of the craft by the Purchaser, and shall be the subject of a separate order and account.
6. During construction progress, the craft and its equipment shall become the property of the Purchaser on payment of the first instalment due under the Contract, provided that the Company shall have a lien on the craft and its equipment for recovery of all sums due, whether invoiced or not, under the terms of this Contract or any variation or modification of it.
7. The Company undertakes to provide, at its own expense, up to _____ hours of acceptance trial running and to make such reasonable adjustments as may be requested by the Purchaser to ensure the functioning of the craft to his satisfaction. A staff member of the Company shall always be present on board the craft during trials. The Purchaser undertakes to be available for acceptance trials within seven days of the date notified by the Company that the craft is ready for trials.
8. The programmed delivery date for the craft is _____

9. The Purchaser has the right to cancel his purchase of the craft at any time, but remains liable to pay the total amount due under this Contract unless the craft is resold. In this event, the Company shall retain ten per cent of the total amount as reimbursement for expenses incurred in the transaction and shall also be entitled to claim reimbursement for fitting any special non-catalogue items. The balance of the amount paid by the Purchaser shall be refunded by the Company twenty eight days after a Contract has been signed with a new purchaser of the craft.
10. It is agreed between the parties that the Company reserves the right to cease construction of the craft if any payment is not made within fourteen days of the due date. In this event, a disruption charge of £500 shall be paid by the Purchaser in addition to the overdue instalment in order that work on the craft can re-commence. If any instalment remains unpaid twenty eight days after the due date, the Company reserves the right to consider that the Purchaser has cancelled his purchase of the craft, and the terms for cancellation as in paragraph 9 shall then apply.
11. If at any time before commencement of construction of the craft, the model becomes obsolete and is no longer offered for sale by the Company, the Company shall give notice to the Purchaser rescinding the Contract. The Company shall refund to the Purchaser the total sum paid by the Purchaser, and shall not be liable for any claim for consequential loss or other damages howsoever arising as a result of rescission of the Contract.
12. It is agreed between the parties that no representation or specific claim has been made by the Company or its representatives in relation to specific speeds, performance of the craft, or suitability of the craft for any particular use, and that all performance figures are derived from reasonable estimation only, based on the net weight of the model in question. It is also agreed that written performance specifications issued by the Company are on an estimated basis, and make no allowance for extra weight arising from carrying on board additional personnel, equipment and stores.
13. It is agreed and understood by the Purchaser that the specification of the standard craft and of the available options and extras, either written or implied, or as seen on a demonstration or exhibition craft, is subject to change or improvement in line with the Company's policy of continuous development. It is the intention of the Company that such specification should be a reasonable representation of the current product. Any significant change in the design or estimated performance of the craft shall be notified to the Purchaser in writing.
14. The Purchaser shall take delivery within fourteen days of notification that the craft is available. In default, the Company may charge the Purchaser for mooring and/or storage fees as applicable, without prejudice to any further claim for consequential loss. Under no circumstances shall the Company be liable for a delay in delivery, whatever the reason may be.
15. The Purchaser acknowledges that he has read the Terms of Business of the Company and undertakes to be bound by them.
16. It is agreed that the Company's liability for warranty of the craft is limited to the terms and conditions set out in the Warranty Certificate given to the Purchaser on acceptance of the craft. Any implied condition or warranty is expressly excluded, and the Company shall not be liable for any loss, damage, expense or injury howsoever arising, except as accepted under the terms and conditions of the Warranty Certificate.
17. This Contract is to be construed and is to take effect as a Contract made in England and in accordance with the laws of England, and any legal action arising from this Contract shall be brought in English courts

For and on behalf of

JCL MARINE LIMITED

PURCHASER
