



**Skipshandel Stavoren**

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# WESTERLY

**Westerly Yachts Limited**

*Designers and Builders of Fine Craft*

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## STORM 33 ONE DESIGN ORDER FORM

SEPTEMBER 1989

### THE STANDARD SPECIFICATION COMPRISES:

**SAILS & RIGGING:** Mainsail with tell tales and No. 1 jib. Two x Kevlar foresail halyards. Twin luff groove system. Silver anodised mast and boom, main and jib halyards. Terylene running rigging. Halyards and slab reefing lines led aft to cockpit. Topping lift. Kicking strap. Stainless steel standing rigging with split backstay with backstay adjuster.

**DECK FITTINGS:** 24" stanchions with twin stainless steel lifelines. Twin headsail tracks port and starboard with one car on each track. Stainless steel bow rail, split stainless steel stern rail and ensign socket, twin bow rollers. Spinnaker deck fittings. 35lb. plough anchor and stowage, 15 fathoms 5/16" chain. Cleats: 2 foredeck, 4 midships, 2 stern cleats. Transom step. Stainless steel stay and shroud plates. Teak coachroof handrails. Drained gas locker, with provision for 2 bottles. One 6 lb Gaz bottle supplied. Cockpit grating. Four fenders. 2 x 40 ft. mooring lines. Navigation lights, steaming light, deck light. Manual bilge pump. 2 bulkhead compasses. Winches: 2 two speed halyard winches, 2 two speed foresheet winches. 2 winch handles. 2 cockpit coaming lockers. Mainsheet track and traveller. Tiller steering. Grey non-slip painted deck surface. Grey treadmaster on cockpit seats. Foresheet jammers on coamings.

**CABIN FITTINGS:** *Forecabin* - Double berth, hanging locker, washbasin with water supply from stainless steel tank. Deck hatch. Carpeted cabin sole. Curtain track. *Saloon* - Port and starboard single settee berths with lee cloths. Centre line table with bottle stowage and dust tray under, side lockers port and starboard. Holly and Teak cabin sole. Double berth conversion. Curtain track. *Galley* - Gimballed 2 burner cooker with oven, grill and crash bar. Stowage for crockery, cutlery and dry stores. Pan stowage. Twin stainless steel sinks with cold water supply from stainless steel tank. (Total water capacity 40 gallons). Work top with teak fiddles. Chopping board. Insulated drained ice box with shelf. Rubbish bin. *Chart Table* - With chart stowage under desk top. Separate chart seat. Provision for instruments. Book rack stowage. Chart light. Wet Locker aft of chart table with drain to bilges. Tool drawer. *Heads* - Marine WC, moulded washbasin with cold supply. Opening window into bridge deck. WC fittings. Grab handle. *Aft Cabin* - Double berth. Hanging locker. Carpeted sole. Curtain track. *Windows* - Opening window into bridge deck, galley and chart table areas. Fixed window into cockpit. *Lights* - 2 reading lights in forecabin, 4 lights in saloon, 1 in heads, 1 over galley, 1 red/white over chart table, 2 in aft cabin, 1 in sail locker, 1 in engine compartment. *Electrics* - Central 16 way switch panel with circuit breakers by chart table. *Cushions* - 5" berth cushions with 4" seatbacks in saloon in choice of colours. Dry powder fire extinguisher.

**ENGINE:** Volvo 2002, 2 cylinder diesel in sound deadened engine compartment. Flexible mounting. 50 amp alternator. Fixed 2-bladed propeller. Water cooled exhaust. Cockpit instrument panel. Electric start. Double batteries, total capacity 190 amp/hrs. 18 gallons fuel tank.

**HULL:** White hull. Fin keel. Blue Moulded coloured trim line. Cove Line. Teak rubbing strake. Blue antifouling. Bronze underwater skin fittings. Self draining cockpit. Cathodic protection.

### LLOYD'S HULL CONSTRUCTION CERTIFICATE

#### TERMS OF BUSINESS

- 1 A £500 deposit and the Purchaser's signature upon this specification form reserves a boat at the current price pending preparation of a contract by Westerly Yachts Limited. This specification is not the contract and the deposit is returnable to the Purchaser if a contract is not signed.
- 2 One third of the total price, less the initial £500 deposit payable upon signature of the contract. When the contract is signed by the Purchaser and returned a delivery date will be confirmed and the contract will be signed by Westerly Yachts Limited.
- 3 The balance outstanding is payable ten days before completion of the boat at the factory. The boat as described to specification and standard inventory is liable to change according to availability of bought in and manufactured supplies. Some items shown in photographs are not included in the standard price.
- 4 For other conditions see our standard Terms and Conditions of Sale which are printed on the final page of the Order Form.



## SAILS & RIGGING

CODE	SUPPLY	OPTIONS
CSM10	.....	<input type="checkbox"/> No. 1 GENOA - CAMBER STRIPES AND TELL TALES
CSM11	.....	<input type="checkbox"/> No. 2 GENOA - CAMBER STRIPES AND TELL TALES
CSM12	.....	<input type="checkbox"/> ROTOSTAY REEFKIT WITH SPECIAL No. 1 GENOA AND SUNCOVER IN LIEU OF STANDARD JIB
CSM13	.....	<input type="checkbox"/> STORM JIB
CSM14	.....	<input type="checkbox"/> SPINNAKER RADIAL HEAD
CSM15	.....	<input type="checkbox"/> SPINNAKER TRIRADIAL
CSM16	.....	<input type="checkbox"/> SPINNAKER GEAR
CSM17	.....	<input type="checkbox"/> SPINNAKER POLE AND DECK STOWAGE
CSM18	.....	<input type="checkbox"/> MAINSAIL COVER - BLUE
CSM19	.....	<input type="checkbox"/> MAINSAIL COVER - BEIGE
CSM101	.....	<input type="checkbox"/> SIGNAL HALYARDS (2)
CSM102	.....	<input type="checkbox"/> TRI-COLOUR & WHITE MASTHEAD LIGHT
CSM103	.....	<input type="checkbox"/> INSULATED BACKSTAY VIA 2 INSULATORS
CSM104	.....	<input type="checkbox"/> VISIBALL RADAR REFLECTOR ON MAST
CSM105	.....	<input type="checkbox"/> NYLON SHROUD ROLLERS
CSM106	.....	<input type="checkbox"/> RIGGING SCREW COVERS
CSM107	.....	<input type="checkbox"/> ROD KICKER IN LIEU OF STANDARD KICKING STRAP
CSM108	.....	<input type="checkbox"/> JOCKEY POLE WITH STOWAGE
CSM109	.....	<input type="checkbox"/> ADDITIONAL WINCH HANDLES (EACH)
CSM110	.....	<input type="checkbox"/> SAIL SAUSAGE BAGS
CSM111	.....	<input type="checkbox"/> RYA SAIL NUMBER ON SAIL - EACH SAIL

## DECK FITTINGS

CSM21	.....	<input type="checkbox"/> LIFELINES - PVC COVERED IN LIEU OF STANDARD
CSM22	.....	<input type="checkbox"/> DODGERS - BLUE
CSM23	.....	<input type="checkbox"/> DODGERS - BEIGE
CSM24	.....	<input type="checkbox"/> NAME ON DODGERS
CSM25	.....	<input type="checkbox"/> EXTRA ANCHOR CHAIN - 5 FATHOMS
CSM26	.....	<input type="checkbox"/> EXTRA ANCHOR CHAIN - 10 FATHOMS
CSM27	.....	<input type="checkbox"/> COCKPIT CUSHIONS - BLUE PVC
CSM28	.....	<input type="checkbox"/> COCKPIT CUSHIONS - GOLD PVC
CSM29	.....	<input type="checkbox"/> COCKPIT CUSHIONS - RED PVC
CSM210	.....	<input type="checkbox"/> COCKPIT CUSHIONS - WHITE PVC
CSM211	.....	<input type="checkbox"/> TEAK COCKPIT SEATS
CSM212	.....	<input type="checkbox"/> 12v SOCKET IN COCKPIT (1)
CSM213	.....	<input type="checkbox"/> 12v SOCKET IN COCKPIT (2)

TOTAL .....

C'FWD .....

CSM215	....	<input type="checkbox"/> ANCHOR WINCH - MANUAL
CSM216	....	<input type="checkbox"/> ANCHOR WINCH - SEAWOLF, ELECTRIC WITH FOOT SWITCH
CSM217	....	<input type="checkbox"/> ANCHOR WINCH - SEAWOLF, ELECTRIC WITH FOOT SWITCH & REMOTE CONTROL
CSM239	....	<input type="checkbox"/> ANCHORMAN WINCH - MANUAL
CSM218	....	<input type="checkbox"/> ADDITIONAL CLEATS. PLEASE SPECIFY POSITION & SIZE (6", 8", 12") ON SCALE DECK PLAN (PRICE EACH)
CSM219	....	<input type="checkbox"/> ADDITIONAL 6" FAIRLEADS (STATE POSITION ON SCALE DECK PLAN)
CSM221	....	<input type="checkbox"/> DECK PAINT - BEIGE
CSM223	....	<input type="checkbox"/> TREADMASTER COCKPIT SEATS - BEIGE
CSM224	....	<input type="checkbox"/> FOLDING SPRAYHOOD - BLUE
CSM225	....	<input type="checkbox"/> FOLDING SPRAYHOOD - BEIGE
CSM227	....	<input type="checkbox"/> TREADMASTER DECKS - BEIGE
CSM251	....	<input type="checkbox"/> TREADMASTER DECKS - GREY
CSM230	....	<input type="checkbox"/> JACKSTAY LIFELINES ON SIDE DECKS
CSM231	....	<input type="checkbox"/> ADDITIONAL 6LB. GAZ BOTTLE
CSM232	....	<input type="checkbox"/> TILLER EXTENSION
CSM236	....	<input type="checkbox"/> BOARDING LADDER
CSM237	....	<input type="checkbox"/> TRANSOM STEPS (2)
CSM238	....	<input type="checkbox"/> WINCH HANDLE POCKETS (2)

## WINCH OPTIONS

CSM234	....	<input type="checkbox"/> 2 X BARIENT UOS 24STC OR EQUIVALENT HALYARD WINCHES - 2 SPEED SELF TAILING IN LIEU OF STANDARD
CSM235	....	<input type="checkbox"/> 2 X BARIENT UOS 27STC OR EQUIVALENT FORESHEET WINCHES - TWO SPEED SELF TAILING IN LIEU OF STANDARD

## CABIN FITTINGS

CSM31	.....	<input type="checkbox"/> HOT & COLD PRESSURISED WATER TO ALL TAPS, PLUS SHOWER.
CSM32	.....	<input type="checkbox"/> ADDITIONAL DRY POWDER FIRE EXTINGUISHER
CSM33	.....	<input type="checkbox"/> 240v/20AMP SHORE SUPPLY WITH RING MAIN WITH 3 OUTLETS - 1 PER CABIN
CSM34	.....	<input type="checkbox"/> 240V. MARINE BATTERY CHARGER (USE WITH CSM33)
CSM 35	....	<input type="checkbox"/> 110v/20AMP SHORE SUPPLY WITH RING MAIN WITH 3 OUTLETS - 1 PER CABIN
CSM36	.....	<input type="checkbox"/> 110V. BATTERY CHARGER (USE WITH CSM35)
CSM37	.....	<input type="checkbox"/> 240V. IMMERSION HEATER (USE WITH CSM33)
CSM38	.....	<input type="checkbox"/> 110V. IMMERSION HEATER USE WITH CSM35)

TOTAL .....

B'FWD .....

C'FWD .....



- CSM39 ..... ☐ ADDITIONAL 8 WAY SWITCH PANEL  
 CSM310 .... ☐ SEAWATER PUMP TO GALLEY  
 CSM311 .... ☐ HOLDING TANK IN HEADS  
 CSM313 .... ☐ LEE CLOTH - AFT CABIN (1)  
 CSM314 .... ☐ 12V./240V. TRANS HAVE IN HEADS  
 CSM315 .... ☐ REFRIGERATION UNIT IN ICE BOX  
 CSM316 .... ☐ DIESEL CENTRAL HEATING WITH 3  
 OUTLETS, 1 PER CABIN  
 CSM317 .... ☐ ADDITIONAL BILGE PUMP - MANUAL  
 CSM318 .... ☐ OPENING WINDOW - AFT CABIN TO  
 COCKPIT SIDE IN LIEU OF STANDARD  
 CSM319 .... ☐ FLY SCREEN FOR COCKPIT WINDOW  
 CSM320 .... ☐ EXTRA SALOON HATCH OVER TABLE  
 CSM321 .... ☐ FLY SCREEN FOR SALOON HATCH  
 CSM322 .... ☐ ROLLER BLIND - FORWARD HATCH  
 CSM323 .... ☐ ROLLER BLIND - MAIN HATCH IN  
 SALOON  
 CSM324 .... ☐ ROLLER BLIND - EXTRA HATCH OVER  
 TABLE  
 CSM326 .... ☐ US GAS SYSTEM  
 CSM327 .... ☐ LEE CLOTHS - MAIN SALOON PORT/  
 STARBOARD (2)

#### CABIN CUSHION COLOURS

##### VELVETS (STANDARD OPTION)

- CSM370 .... ☐ BLUE SKY  
 CSM371 .... ☐ SALMON  
 CSM372 .... ☐ SAGE

##### CHENILLE (EXTRA)

- CSM374 .... ☐ OLIVETO  
 CSM375 .... ☐ NUORO SILVER  
 CSM376 .... ☐ NUORO GOLD

#### ENGINE

- CSM41 ..... ☐ FUEL FILTER/WATER SEPARATOR  
 CSM42 ..... ☐ ENGINE SPARES KIT  
 CSM44 ..... ☐ ENGINE HOUR METER  
 CSM45 ..... ☐ STRIPPER PROPELLER PROTECTOR - 2  
 BLADED

#### NAVIGATIONAL EQUIPMENT

- CSM51 ..... ☐ V-TRONIX COMBINED VHF AERIAL &  
 HAWK INDICATOR AT MASTHEAD,  
 INCL. CO-AX TO CHART TABLE, DECK  
 PLUGS & 12v SUPPLY

TOTAL .....

B'FWD .....

C'FWD .....

- CSM52 ..... ☐ AUTOHELM 2000 EXCL. WINDVANE

#### NAUTECH EQUIPMENT

- CSM552N.. ☐ ST50 SOUNDER  
 CSM553N.. ☐ ST50 LOG  
 CSM554N.. ☐ WINDSPEED/DIRECTION MAIN  
 CSM555N.. ☐ MULTIFUNCTION REPEATER  
 CSM557N.. ☐ WINDSPEED/DIRECTION REPEATER

#### BROOKES & GATEHOUSE

- CSM520 .... ☐ FOCUS SOUNDER/SPEED LOG MAIN  
 CSM521 .... ☐ FOCUS SOUNDER/SPEED LOG RE-  
 PEATER  
 CSM522 .... ☐ FOCUS WIND WATCH

#### DECCA NAVIGATOR

- CSM530 .... ☐ ANTENNA FOR DECCA IV  
 CSM531 .... ☐ POWER SUPPLY ONLY FOR DECCA IV  
 CSM532 .... ☐ DECCA IV (COMPLETE INSTALLA-  
 TION)

#### HULL

- CSM61 ..... ☐ MOULDED TRIM LINE - MAROON  
 CSM62 ..... ☐ WATERLINE STRIPE - BLUE  
 CSM63 ..... ☐ WATERLINE STRIPE ALTERNATIVE  
 COLOUR\*

\* PLEASE STATE INTERNATIONAL  
 YACHT PAINTS COLOUR CODE

\*\* THE USE OF ETCH PRIMER IN ANY  
 PAINT PROGRAMME WILL IN-  
 VALIDATE HULL WARRANTY

#### GENERAL

- CSM71 ..... ☐ CRADLE  
 CSM72 ..... ☐ DTI REGISTRATION  
 CSM73 ..... ☐ DELIVERY TO GOSPORT INC.  
 LAUNCH & COMMISSIONING  
 CSM74 ..... ☐ EXPORT DOCUMENTATION  
 CSM75 ..... ☐ WINTERISE ENGINE INCLUDING A  
 FULL TANK OF DIESEL  
 CSM76 ..... ☐ DE-WINTERISE ENGINE  
 CSM77 ..... ☐ SHRINK WRAP (NOT SUITABLE FOR  
 ROAD TRANSPORTATION)  
 CSM78 ..... ☐ NETTING COVER FOR TRANSPORTA-  
 TION  
 CSM79 ..... ☐ FRENCH HOMOLOGATION

TOTAL .....

B'FWD .....

C'FWD .....



## TERMS AND CONDITIONS

### 1 PRELIMINARY

- (a) In these Conditions of Sale the "Company" shall mean WESTERLY YACHTS LIMITED.
- (b) These Conditions shall apply to any contract between the Company and any person, firm or company ("the Purchaser") placing an order with the Company in respect of any goods, components, products or other items or services ("the Products")
- (c) "International Sales" means those sales of products where the Purchaser's place of business (if any) or normal residence is outside the United Kingdom of Great Britain and Northern Ireland ("the UK") and "UK Sales" means all other sales.

### 2 ORDERS

- (a) The Company will be under no liability for any order received until the order is accepted by the Company in writing by signing its Contract form ("the Contract")
- (b) Any offer which is contained in any Contract may be withdrawn at any time prior to its signature by the Company and will automatically be withdrawn under the terms of this condition if it is not returned duly signed by the Purchaser within 30 days of despatch to the Purchaser
- (c) An accepted order may only be cancelled or varied with the Company's consent and the giving of this consent shall not in any way prejudice the Company's right to recover from the Purchaser full compensation for any loss or expense arising from such cancellation or variation.
- (d) Any offer, order, sale, and/or delivery or any conduct in confirmation of any transaction will be subject to these terms and conditions which are the only basis upon which the Company does business and shall prevail notwithstanding any printed or other conditions contained or referred to in any purchase order or other document prepared by or on behalf of the Purchaser
- (e) No other agreement, representation, promise, undertaking or understanding of any kind unless expressly confirmed in writing by the Company shall add to, vary or waive any of these terms and conditions

### 3 VARIATIONS

- (a) If the Purchaser wishes to vary, increase or modify the standard equipment or options contained in the Company's boat specification then the Company may at its discretion agree to such change but it does so agree then it will do so on terms that the price of the equipment or option in question shall be increased by 50% providing such change is agreed during the work in hull stage of manufacture of the boat and by 100% if such change is after the completion of the work in hull stage
- (b) No variation, increase or modification to non standard equipment or options shall be allowed

### 4 PRICES

- Prices for the Products are Net ex works and do not include:-
- (i) VAT or any other sales taxes;
  - (ii) Insurance;
  - (iii) The cost of unloading, effecting delivery and commissioning in accordance with the terms hereof; and
  - (iv) Any special packing or alteration to the order required by the Purchaser
- all of which charges shall (if applicable) be shown in addition to the price for the Product in the Contract

### 5 PAYMENT

- (a) Unless otherwise agreed in writing payment of one third of the total contract price shall be made at the time of signature of the Contract (less any deposit already paid) and the balance (together with any extra costs payable in accordance with these Conditions) shall be paid not later than 10 days before the date notified by the Company to the Purchaser as the estimated date of completion of manufacture
- (b) Failure by the Purchaser to pay in accordance with the provisions of the condition shall entitle the Company, without prejudice to its rights to damages to suspend any outstanding work or deliveries or to cancel the Contract
- (c) In addition to the Company's rights under sub-condition (b) the Company shall be entitled to charge interest on any amounts outstanding (both before and after judgment) at the rate of 3 per cent above the Barclays Bank base rate for the time being in force
- (d) Payments by letter of credit shall only be made if so designated on the face of the Contract and if this does apply all costs including bank charges shall be for the account of the Purchaser and all letters of credit shall be:-
  - (i) In favour of the Company;
  - (ii) Consistent with the provisions of these terms and conditions;
  - (iii) In sufficient amounts and for the period necessary to meet with all payment obligations hereunder;
  - (iv) Irrevocable, transferable and divisible
- (e) Issued or confirmed by a Bank in London acceptable to the Company within fifteen days after the date of the Contract

### 6 DELIVERY AND PASSING OF RISK

- (a) The risk in the Products passes to the Purchaser on delivery
- (b) Where delivery is to take place at the Company's works delivery shall actually occur (and risk shall therefore pass) at the time when the Products are placed onto the Purchaser's transport. The Purchaser shall be responsible for securing the Products to such transport
- (c) Where delivery is to take place other than at the Company's works then:-
  - (i) If the Company is not commissioning the Product then delivery shall actually occur (and risk shall therefore pass) when the Products arrive at the place of delivery. The Purchaser shall be responsible for unsecuring and unloading the Products
  - (ii) If the Company is commissioning the Product then delivery shall actually occur (and risk shall therefore pass) when the commissioning is complete
- (d) The Company will use all reasonable efforts to deliver the Products in accordance with dates specified but failure to comply with such dates shall not constitute a breach of this Agreement and dates of delivery are approximate only and are not of the essence of the Contract
- (e) Where the Purchaser notifies the Company that it is unable to take delivery of the Products in accordance with the date stated in the Contract or within seven days of the Company giving notice that the Products are ready for despatch, the Company shall endeavour to store the Products and the Purchaser shall reimburse the Company without delay all costs and storage charges incurred by the Company until delivery takes place
- (f) Where the products are to be delivered by instalments and the Purchaser either fails to accept any delivery when due or defaults in making any payment when due, then the Company may cancel any or all subsequent deliveries and the Purchaser shall compensate the Company in full for any loss or expense arising from such cancellation
- (g) The Company will package the Products to protect them during transit by normal means for a normal period. The Purchaser shall pay for any additional packaging which it may specify

### 7 PASSING OF PROPERTY

- Until the Company has received full payment in respect of the Products:-
- (a) The Company shall retain property in the Products;
  - (b) The Purchaser shall be entitled to sell the Products and pass the property in the same to third parties in the normal course of business until the events set out in (e) below, but the proceeds of resale and/or the claim to such proceeds will be held in trust for the Company until such time as all sums owing to the Company in respect of the sale of such Product have been paid
  - (c) Until such sums have been paid the Purchaser shall, subject to the terms of this condition, retain the Products in a fiduciary capacity
  - (d) The Company shall be entitled at any time while any monies in respect of the Products are outstanding to notify the Purchaser of its intention to re-take possession of them
  - (e) On receipt of notice from the Purchaser or on the happening of any of the events set out under (e) below the Purchaser's authority to sell the Products shall be withdrawn and all proceeds of sale received by the Purchaser from sale made prior to the withdrawal of authority shall be paid by the Purchaser into a Bank account separate from all other of its monies and held in such account for the Company. Further all Products shall be immediately re-delivered to the Company and it by its servants or agents shall have the right during normal business hours to enter upon any land or buildings to take possession of the Products
  - (f) The events hereinbefore referred to are:-
    - (i) any notice that a Receiver or manager is to be or has been appointed;
    - (ii) (where the Purchaser is a corporate body) any notice that a petition to wind up the company is to be or has been presented or any notice of a resolution to wind up the company (save for the purpose of a reconstruction or amalgamation);
    - (iii) a decision by the Purchaser that it intends to make an arrangement with its creditors;
    - (iv) any act of bankruptcy as defined by Section 1 of the Bankruptcy Act 1914

### 8 SPECIFICATIONS

All specifications are approximate only and are subject to normal margins of tolerance for the materials and construction in question. Whilst the Company will endeavour to manufacture the Products in accordance with the specifications prevailing at the time of the Contract it reserves the right notwithstanding the above to vary the specifications without notice in the light of changes in technical knowledge, production techniques, Government or other regulation, consideration for safety or other reasonable cause. The delivery of Products conforming to the Company's prevailing design and specifications at the time of delivery shall be good and sufficient performance of the

- (i) the Purchaser inspects the Products within three working days of delivery; and
  - (ii) a written complaint is made to the Company within fourteen days of delivery (specifying the shortage or defect) and
  - (iii) the Company is given an opportunity to inspect the Products and investigate any complaint before any use is made of the Products;
  - (iv) in International Sales where delivery is to be made in the UK inspection and claims must be made whilst the Product is in the UK to allow the Company to inspect the Product which is the subject of complaint in the UK and the Purchaser must if necessary appoint an agent to carry out such inspection on his behalf
- If a complaint is not made to the Company as herein provided then the Products shall be deemed to be in all respect in accordance with the Contract and the Purchaser shall be bound to pay for the same accordingly

### 10 DEFECTS NOT APPARENT ON INSPECTION

- (a) The Purchaser shall have no claim in respect of defects not apparent on visual inspection at the time of delivery unless
  - (i) a written complaint is sent to the Company as soon as reasonably practicable after the defect is discovered and no alteration made thereto before the Company is given an opportunity in accordance with sub-condition (d) of this Condition to inspect the Products; and
  - (ii) the complaint is sent within twelve months of the date of delivery of the products in UK Sales and within 90 days of the date of delivery in International Sales or in the case of items not manufactured by the Company within the guarantee period specified by the manufacturer of such item
- (b) The Purchaser shall not be entitled to any claim in respect of any repairs or alteration under-taken by the Purchaser without the prior specific written consent of the Company nor in respect of any defect arising by reason of fair wear and tear or damage due to misuse
- (c) The Company shall not be liable for loss or damage suffered by reason of continued use of the Products after the Purchaser becomes aware of a defect or after circumstances which should reasonably have indicated to the Purchaser the existence of a defect
- (d) The Company may within fifteen days of receiving such a written complaint (or twenty eight days where the Products are situated outside the UK) inspect the Products and the Purchaser if so required by the Company shall take all steps necessary to enable the Company to do so

### 11 WARRANTY

- (a) The Company will make good by replacement or at its option by repair all defects in Products which have been manufactured by the Company and which arise solely from faulty design (other than a design made, furnished or specified by the Purchaser for which the Company has disclaimed responsibility in writing) materials and workmanship PROVIDED THAT all such defects are reported to the Company in writing in accordance with the terms of clauses 9 and 10 above. Maintenance has been carried out in accordance with Westerly Yachts Owners Manual. The warranty does not cover damage to the Products caused by accident, misuse, acts of third parties, environmental conditions or other causes beyond its control
- (b) Products incorporating defective parts (or the parts themselves) if they can be detached from the Product without damaging it must at the Company's option be returned to its works. The Company shall refund the cost of carriage on such returned Products or parts and the repaired or new parts will be delivered by the Company. Where Products are repaired or replaced under this Condition they will be considered as having been delivered at the same time as the original Products
- (c) Where claims are made by the Purchaser under this condition the Company shall use all reasonable endeavours to rectify the problem as soon as practicable. The parties hereto accept that such rectification may take a longer time during those months of the year (in the Spring and Summer) which are popular for sailing and that it is the Company's intended objective in responding to complaints to keep its Purchasers sailing in safety
- (d) Where the Company responds to a complaint which is not covered by the warranty it reserves the right to charge the Purchaser at its normal rates for travel subsistence labour and materials in carrying out any inspection and rectification
- (e) In the case of Products not manufactured by the Company the Purchaser is entitled only to such benefits as the Company may receive under any contract with the manufacturer and which it is entitled to assign to the Purchaser
- (f) The Company's liability under this clause shall be in lieu of any warranty or condition express or implied whether by statute or otherwise (except Section 12 of the Sale of Goods Act 1979) including but without limitation, the implied warranties as to merchantable quality or fitness for purpose except where the Purchaser contracts in UK Sales as a "consumer" within the meaning of Section 12 of the Unfair Contract Terms Act 1977 in which event Sections 13, 14 and 15 of the Sale of Goods Act 1979 shall apply to the Contract

### 12 LIMITATION OF LIABILITY

- The Company shall be liable for:-
- (a) Death or personal injury arising from its negligence, and
  - (b) The repair or replacement of the Products in accordance with the obligations contained in Condition 11 above
  - (c) Any breach of the obligations (title to Products) contained in Section 12 of the Sale of Goods Act 1979
- The Company hereby expressly excludes and shall not be responsible for any other loss damage or liability arising out of the Contract whether direct or indirect or consequential and whether or not caused by its negligence including but without prejudice to the generality of the foregoing loss of profits or other economic loss

### 13 SECOND HAND SALES

The terms of clauses 9, 10 and 11 do not apply to sale of second hand Products which are sold as seen. Unless otherwise stated demonstration Products are sold as new

### 14 CHARTERING

The warranty contained in Condition 11 above shall apply to Products which are to be used for chartering or for other business purposes with the modification that complaints in respect of defects not apparent on visual inspection must be sent within 90 days of the date of delivery

### 15 DATA AND TECHNICAL INFORMATION

The information contained in the advertising sales and technical literature issued by the Company may be relied upon to be accurate in the exact circumstances in which it is expressed otherwise any illustrations performance details examples of installations and methods of assembly and all other technical data in such literature are based on experience and from trials under test conditions. Accordingly the information contained in the Company's publications is provided for general guidance only and forms no part of the Contract unless expressly agreed in writing. Purchasers should obtain specific recommendations and advice from the Company regarding the uses and attributes of the Company's products

### 16 FORCE MAJEURE

The Company shall be under no liability for any delay or failure to perform in the event that the manufacture, supply or delivery of the Products is prevented or delayed by any act or circumstances beyond the Company's reasonable control including but not limited to Act of God, legislation, war, fire, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a trade dispute or owing to any inability to procure materials required for the performance of the Contract

### 17 WAIVER AND SEVERANCE

- (a) Any indulgence granted by the Company to the Purchaser and any failure by the Company to insist upon strict performance of these terms and conditions shall not be deemed a waiver of any of the Company's rights or remedies nor be deemed a waiver of any subsequent default by the Purchaser
- (b) The invalidity in whole or in part of any clause in these terms and conditions shall not affect the validity of the remainder of such clause or these terms and conditions

### 18 ASSIGNMENT

The Contract is not assignable by the Purchaser without the written consent of the Company and is between the Company and the Purchaser as principals but the Company may without consent assign or sub-contract all or any of its rights and obligations hereunder

### 19 TERMINATION

If the Purchaser becomes insolvent or in the opinion of the Company is likely to go into bankruptcy, receivership or liquidation, or makes default in or commits a breach of the Contract, the Company may forthwith on written notice to the Purchaser terminate the Contract without incurring liability to the Purchaser and without prejudice to the Company's rights which may have accrued up to the date of termination

### 20 CONSTRUCTION

Notwithstanding to these Conditions shall be effective unless contained on the face of the Contract or in a written instrument signed by a Director or the Secretary of the Company

### 21 GOVERNING LAW

The interpretation and application of the Contract shall be in accordance with English Law and both parties hereby agree to submit to the non-exclusive jurisdiction of the English Courts

### 22 HEADINGS

The section headings contained herein are for convenience of reference only and shall not affect the interpretation of any term or condition hereof

### 23 CUMULATION OF REMEDIES

All remedies available to either party for breach of this Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies

### 24 NOTICES



## WESTERLY STORM 33 ONE DESIGN

SEPTEMBER 1989  
EXTRAS PRICE LIST

(All prices are ex VAT)

*These prices are for items fitted at the most appropriate stage of construction in the factory.  
Any changes to specification after contract freeze date or after completion will be subject to extra charges.*

SAILS & RIGGING					
Code	£				
CSM10	897	CSM231	52	CSM42	142
CSM11	776	CSM232	58	CSM44	82
CSM12	1844	CSM234	514	CSM45	397
CSM13	315	CSM235	591	NAVIGATIONAL AIDS	
CSM14	805	CSM236	187	CSM51	140
CSM15	1245	CSM237	61	CSM52	645
CSM16	353	CSM238	35		
CSM17	231	CSM239	254		
CSM18	163	CABIN FITTINGS		Nautech	
CSM19	163	CSM31	1300	CSM552N	294
CSM101	30	CSM32	34	CSM553N	294
CSM102	140	CSM33	578	CSM554N	492
CSM103	141	CSM34	353	CSM555N	244
CSM104	145	CSM35	681	CSM557N	270
CSM105	52	CSM36	353	Brookes and Gatehouse	
CSM106	46	CSM37	101	CSM520	545
CSM107	117	CSM38	130	CSM521	325
CSM108	141	CSM39	164	CSM522	655
CSM109	20	CSM310	114	Decca equipment	
CSM110	POA	CSM311	657	CSM530	328
CSM111	23	CSM313	88	CSM531	53
DECK FITTINGS		CSM314	105	CSM532	827
CSM21	27	CSM315	633	HULL	
CSM22	107	CSM316	2133	CSM61	277
CSM23	107	CSM317	155	CSM62	90
CSM24	34	CSM318	108	CSM63	90
CSM25	26	CSM319	31	GENERAL	
CSM26	52	CSM320	236	CSM71	961
CSM27	199	CSM321	49	CSM72	393
CSM28	199	CSM322	84	CSM73	395
CSM29	199	CSM323	85	CSM74	55
CSM210	199	CSM324	77	CSM75	102
CSM211	451	CSM326	80	CSM76	68
CSM212	44	CABIN CUSHIONS		CSM77	135
CSM213	88	Velvets [standard]		CSM78	283
CSM215	466	CSM370	OPT	CSM79	494
CSM216	854	CSM371	OPT	CSM710	160
CSM217	1029	CSM372	OPT	CSM711A	2745
CSM218	POA	Chenille [extra]		CSM712	98
CSM219	40	CSM374	827	CSM713	POA
CSM221	OPT	CSM375	757	CSM714	70
CSM223	OPT	CSM376	757		
CSM224	460	ENGINE			
CSM225	460	CSM41	69		
CSM227	1643				
CSM251	1643				
CSM230	108				