



WESTERLY

Westerly Yachts Limited

Designers and Builders of Fine Craft

47 Aston Road, Waterlooville, Portsmouth, Hants PO7 7XJ

Telephone: Waterlooville (0705) 254511

Telex: 86328

Fax: (0705) 268032

WESTERLY FULMAR 32 ORDER FORM

SEPTEMBER 1989

THE STANDARD SPECIFICATION COMPRISES:

SAILS & RIGGING: Mainsail and No. 1 jib. Silver anodised mast and boom. Stainless steel standing rigging. Terylene running rigging. Main & jib halyards led aft. Topping lift. Burgee halyard. Slab reefing with lines led aft. Kicking strap.

DECK FITTINGS: 2 x two speed, top action halyard winches. 2 x two speed top action foresheet winches. Two winch handles. Stainless steel bow & stern pulpits. Gate in stern rail. Stainless steel double lifelines with 24" stanchions. Spinnaker deck hardware excluding spinnaker winches and boom. Sliding jib sheet leads. Twin bow rollers. Chain pipe. 35 lb Plough anchor. Anchor sternhead stowage. 15 fathoms 5/16" chain. Mainsheet track & traveller. One forward, two stern & two midships mooring cleats. Two bow fairleads. Stainless steel shroud & stay plates. Teak handrails on cabin top. Teak washboards for sprayhood. Compass. Teak cockpit grating. Bi-colour pulpit mounted navigation lights. Stern light. Steaming light. Deck light. Ensign staff socket on stern pulpit. Tiller steering. Cockpit sail locker. Teak toe rails. Four fenders. Two 40' mooring lines. Grey Treadmaster on cockpit coamings. Grey non slip deck paint. Gas bottle stowage for 2 Camping Gaz bottles. One 6 lb Gaz bottle supplied.

CABIN FITTINGS: Lights in saloon, heads, forward cabin & quarter berth and galley. Chart light. Central circuit breaker panel. Complete set of berth cushions with seatbacks. Double berth conversion in saloon & forecabin. Holly & Teak flooring throughout. Foam backed headliner panels in saloon. Cabin sides lined with foam backed vinyl. Chart table & stowage. Fixed saloon table with bottle stowage. Galley unit with two burner gas cooker with grill & oven in gimbals. Stainless steel sink. Drained ice box. Crockery & cutlery stowage & work surface. Water supply to stainless steel sink and washbasin in heads from 30 gallon stainless steel tank. Marine W.C. Two lined hanging lockers. Deck ventilators in forward and main cabin. Deck hatch in heads. Hand rails. Curtain rails and runners in saloon, forward cabin and heads. Cabin ventilation grille. Perspex main & forward hatches. Dry powder fire extinguisher fitted.

ENGINE: Volvo 2002 diesel. Flexible mountings. 50 amp alternator. Two bladed propeller. Water cooled exhaust. Engine control panel. 95 amp/hr battery in double battery box. Electric start. Remote controls. Light in engine compartment. Low maintenance stern gland. 20 gallon fuel tank. Sound deadened engine box.

HULL: White hull. Fin keel. Blue moulded trim line. Cove line. Bronze seacocks and underwater skin fittings. Teak rubbing strake. Blue antifouling. Cathodic protection. Self draining cockpit. Bilge pump.

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

CFR12	<input type="checkbox"/>	No. 1 GENOA
CFR13	<input type="checkbox"/>	No. 2 GENOA
CFR14	<input type="checkbox"/>	No. 2 JIB
CFR15	<input type="checkbox"/>	SPINNAKER RADIAL HEAD
CFR17	<input type="checkbox"/>	CRUISING CHUTE
CFR18	<input type="checkbox"/>	ROTOSTAY REEFKIT WITH SPECIAL No. 1 GENOA & SUNCOVER IN LIEU OF STANDARD JIB
CFR19	<input type="checkbox"/>	WIRE TO ROPE HALYARDS, MAIN & JIB
CFR110	<input type="checkbox"/>	SIGNAL HALYARDS (2)
CFR111	<input type="checkbox"/>	TRI-COLOUR & WHITE MASTHEAD LIGHT
CFR113	<input type="checkbox"/>	VISIBALL RADAR REFLECTOR ON MAST
CFR115	<input type="checkbox"/>	NYLON SHROUD ROLLERS
CFR116	<input type="checkbox"/>	RIGGING SCREW COVERS
CFR118	<input type="checkbox"/>	SPLIT BACKSTAY
CFR119	<input type="checkbox"/>	YOKE TYPE BACKSTAY ADJUSTER (WITH SPLIT BACKSTAY ONLY)
CFR120	<input type="checkbox"/>	INSULATED BACKSTAY VIA 2 INSU- LATORS
CFR121	<input type="checkbox"/>	SPINNAKER GEAR
CFR242	<input type="checkbox"/>	SPINNAKER POLE LOOSE ON BOARD
CFR244	<input type="checkbox"/>	DECK STOWAGE FOR SPINNAKER POLE
CFR122	<input type="checkbox"/>	CRUISING CHUTE GEAR
CFR133	<input type="checkbox"/>	HAWK WIND INDICATOR AT MAST HEAD

DECK FITTINGS

CFR22	<input type="checkbox"/>	WHEEL STEERING INC. BINNACLE COMPASS, HELMSMAN'S SEAT, SPLIT BACKSTAY & BRIDGE DECK MAIN- SHEET TRACK IN LIEU OF STANDARD
CFR24	<input type="checkbox"/>	LIFELINES - PVC COVERED IN LIEU OF STANDARD
CFR25	<input type="checkbox"/>	LIFELINE GATES, PORT & STAR- BOARD
CFR26	<input type="checkbox"/>	JACKSTAY LIFELINES ON SIDE DECKS
CFR27	<input type="checkbox"/>	DODGERS - BLUE
CFR28	<input type="checkbox"/>	DODGERS - BEIGE
CFR29	<input type="checkbox"/>	NAME ON DODGERS
CFR211	<input type="checkbox"/>	COCKPIT CUSHIONS STATE COLOUR REQUIRED (BLUE, GOLD, RED, WHITE)
CFR215	<input type="checkbox"/>	TEAK COCKPIT SEATS
CFR217	<input type="checkbox"/>	TREADMASTER COCKPIT COAMING- BEIGE

CFR218	<input type="checkbox"/>	FOLDING SPRAYHOOD - BLUE
CFR219	<input type="checkbox"/>	FOLDING SPRAYHOOD - BEIGE
CFR221	<input type="checkbox"/>	DECK PAINT - BEIGE
CFR210	<input type="checkbox"/>	TREADMASTER DECKS - GREY
CFR224	<input type="checkbox"/>	TREADMASTER DECKS - BEIGE
CFR227	<input type="checkbox"/>	BOARDING LADDER
CFR230	<input type="checkbox"/>	OUTBOARD STOWAGE ON STERN RAIL
CFR232	<input type="checkbox"/>	SPLIT BOW RAIL
CFR233	<input type="checkbox"/>	ADDITIONAL CLEATS. PLEASE SPEC- IFY POSITION & SIZE (6", 8", 12") ON SCALE DECK PLAN. (PRICE EACH)
CFR234	<input type="checkbox"/>	ADDITIONAL 6" FAIRLEADS. PLEASE SPECIFY POSITION & SIZE ON SCALE DECK PLAN. PRICE EACH
CFR235	<input type="checkbox"/>	WINCH HANDLE POCKETS (2)
CFR243	<input type="checkbox"/>	MAINSAIL COVER - BLUE
CFR253	<input type="checkbox"/>	MAINSAIL COVER - BEIGE
CFR246	<input type="checkbox"/>	ANCHOR WINCH - MANUAL
CFR247	<input type="checkbox"/>	ANCHOR WINCH - SL ELECTRIC FOOT SWITCH
CFR267	<input type="checkbox"/>	ANCHOR WINCH - SL ELECTRIC FOOT SWITCH & REMOTE SWITCH
CFR257	<input type="checkbox"/>	ANCHORMAN WINCH - GD MANUAL
CFR249	<input type="checkbox"/>	EXTRA ANCHOR CHAIN - 5 FATHOM
CFR250	<input type="checkbox"/>	EXTRA ANCHOR CHAIN - 10 FATHOMS
CFR251	<input type="checkbox"/>	EXTRA ANCHOR CHAIN - 15 FATHOMS
CFR252	<input type="checkbox"/>	LIFERAFT STOWAGE PLEASE SUPPLY LIFERAFT BEFORE CONTRACT FREEZE DATE FOR FITTING
CFR268	<input type="checkbox"/>	STERN HUNG LIFERAFT STOWAGE. PLEASE SUPPLY LIFERAFT BEFORE CONTRACT FREEZE DATE FOR FIT- TING
CFR254	<input type="checkbox"/>	12V. PLUG IN COCKPIT - (1)
CFR255	<input type="checkbox"/>	12V. PLUG IN COCKPIT - (2)
CFR256	<input type="checkbox"/>	ADDITIONAL WATER TANK, 15 GALS.
CFR269	<input type="checkbox"/>	TILLER EXTENSION
CFR266	<input type="checkbox"/>	ADDITIONAL 6IB GAZ BOTTLE

WINCH OPTIONS

CFR237	<input type="checkbox"/>	2 X BARIENT UOS 22STC OR EQUIVA- LENT HALYARD WINCHES - 2 SPEE SELF TAILING IN LIEU OF STANDARD
CFR239	<input type="checkbox"/>	2 X BARIENT UOS 22STC OR EQUIVA- LENT FORESHEET WINCHES - 2 SPEED IN LIEU OF STANDARD
CFR240	<input type="checkbox"/>	2 X BARIENT UOS 22C OR EQUIVA- LENT SPINNAKER WINCHES - 2 SPEED
CFR241	<input type="checkbox"/>	2 X BARIENT UOS 22STC OR EQUIVA- LENT SPINNAKER WINCHES - 2 SPEED SELF TAILING

TOTAL

B'FWD

C'FWD

TOTAL

B'FWD

C'FWD

CABIN FITTINGS

- CFR31 ☐ HOT & COLD PRESSURISED WATER TO ALL TAPS & SHOWER
- CFR33 ☐ ADDITIONAL SECOND BATTERY & SWITCH
- CFR35 ☐ ADDITIONAL 8 WAY SWITCH PANEL
- CFR36 ☐ 240v/20AMP SHORE SUPPLY WITH RING MAIN WITH 3 OUTLETS - 1 PER CABIN
- CFR37 ☐ 240V. MARINE BATTERY CHARGER (USE WITH CFR36)
- CFR38 ☐ 110v/20AMP SHORE SUPPLY WITH RING MAIN WITH 3 OUTLETS - 1 PER CABIN
- CFR39 ☐ 110V. MARINE BATTERY CHARGER (USE WITH CFR38)
- CFR311 ☐ 240V. IMMERSION HEATER (USE WITH CFR36)
- CFR312 ☐ 110V. IMMERSION HEATER (USE WITH CFR38)
- CFR313 ☐ REFRIGERATION UNIT IN ICE BOX
- CFR314 ☐ HOLDING TANK IN HEADS WITH DUAL DISCHARGE
- CFR315 ☐ DIESEL CENTRAL HEATING WITH 3 OUTLETS - 1 PER CABIN
- CFR317 ☐ ADDITIONAL DRY POWDER FIRE EXTINGUISHER
- CFR318 ☐ 12V./240V TRANSHAVE IN HEADS
- CFR321 ☐ ADDITIONAL BILGE PUMP - MANUAL
- CFR322 ☐ ADDITIONAL BILGE PUMP - ELECTRIC
- CFR323 ☐ OPENING WINDOWS - MAIN SALOON, PORT & STARBOARD IN LIEU OF STANDARD (4)
- CFR324 ☐ FLY SCREENS FOR MAIN CABIN OPENING WINDOWS (4)
- CFR325 ☐ EXTRA SALOON HATCH OVER TABLE
- CFR326 ☐ FLY SCREEN FOR EXTRA SALOON HATCH OVER TABLE
- CFR331 ☐ OPENING WINDOW - QUARTERBERTH TO COCKPIT
- CFR332 ☐ FLY SCREEN FOR QUARTERBERTH WINDOW
- CFR334 ☐ ROLLER BLIND - ADDITIONAL HATCH OVER TABLE
- CFR337 ☐ TOWEL RAIL IN HEADS
- CFR338 ☐ SOAP DISH
- CFR339 ☐ TOILET ROLL HOLDER
- CFR340 ☐ GLASS & TOOTHBRUSH HOLDER
- CFR347 ☐ ADDITIONAL 12" TEAK GRAB HANDLES. PLEASE SPECIFY EXACT POSITION ON SCALE DRAWING (PRICE EACH)

TOTAL

B'FWD

C'FWD

CABIN CUSHION COLOURS

VELVETS (Standard Option)

- CFR370 ☐ BLUE SKY
- CFR371 ☐ SALMON
- CFR372 ☐ SAGE

CHENILLE (Extra)

- CFR374 ☐ OLIVETO
- CFR375 ☐ NUORO SILVER
- CFR376 ☐ NUORO GOLD

ENGINE

- CFR44 ☐ STRIPPER PROPELLER PROTECTOR - 2 BLADED
- CFR42 ☐ ENGINE HOUR METER
- CFR43 ☐ ENGINE SPARES KIT
- CFR45 ☐ FUEL FILTER/WATER SEPARATOR
- CFR411 ☐ FOLDING PROPELLER IN LIEU OF STANDARD

HULL

- CFR61 ☐ CUSTOMER SUPPLIED SKIN FITTINGS. PLEASE SPECIFY
- CFR62 ☐ MOULDED TRIM LINE - MAROON
- CFR64 ☐ ANTIFOULING - ALTERNATIVE COLOUR*

- CFR65 ☐ WATERLINE STRIPE - BLUE
- CFR66 ☐ WATERLINE STRIPE - ALTERNATIVE COLOUR*

*PLEASE STATE INTERNATIONAL PAINTS COLOUR CODE

NAVIGATION EQUIPMENT

- CFR58 ☐ NAVICO RADIO RT6500H WITH AERIAL (VTRONIX)
- CFR59 ☐ WIRING ONLY FOR VHF AERIAL INCL. CO-AX TO CHART TABLE, DECK PLUGS & 12v SUPPLY
- CFR513 ☐ VHF AERIAL AT MASTHEAD INCL. CO-AX TO CHART TABLE, DECK PLUGS & 12v SUPPLY
- CFR530 ☐ V-TRONIX COMBINED VHF AERIAL & HAWK INDICATOR AT MAST HEAD INCL. CO-AX. CABLE TO CHART TABLE, DECK PLUGS & 12V. SUPPLY

TOTAL

B'FWD

C'FWD

CFR509 ☐ AUTOHELM 2000 EXCL. WINDVANE
CFR512 ☐ AUTOHELM 2000 INCL. WINDVANE
FOR TILLER STEERING
CFR531 ☐ AUTOHELM 3000 INCL. WINDVANE
FOR USE WITH STEERING WHEEL

DECCA EQUIPMENT

CFR535 ☐ ANTENNA FOR DECCA IV
CFR536 ☐ DECCA IV (COMPLETE INSTALLA-
TION)
CFR537 ☐ POWER SUPPLY ONLY FOR DECCA IV

NAUTECH EQUIPMENT

CFR552N ... ☐ ST50 SOUNDER
CFR553N ... ☐ ST50 LOG
CFR554N ... ☐ WINDSPEED/DIRECTION MAIN
CFR555N ... ☐ MULTIFUNCTION REPEATER
CFR556N ... ☐ WINDSPEED/DIRECTION REPEATER

BROOKES & GATEHOUSE

CFR514 ☐ FOCUS SOUNDER/SPEED LOG MAIN
CFR515 ☐ FOCUS SOUNDER/SPEED LOG RE-
PEATER
CFR516 ☐ FOCUS WIND WATCH

GENERAL

CFR69 ☐ TWIN KEELS
CFR71 ☐ CRADLE
CFR72 ☐ DTI REGISTRATION
CFR73 ☐ DELIVERY TO GOSPORT INCL.
LAUNCH & COMMISSIONING
CFR74 ☐ EXPORT DOCUMENTATION
CFR75 ☐ WINTERISE ENGINE INCLUDING A
FULL TANK OF DIESEL
CFR76 ☐ DE-WINTERISE ENGINE
CFR77 ☐ SHRINK WRAP (NOT SUITABLE FOR
ROAD TRANSPORTATION)
CFR712 ☐ FRENCH HOMOLOGATION
CFR713 ☐ NETTING FOR TRANSPORTATION
CFR714 ☐ GERMAN SPECIFICATION
CFR78 ☐ NAME PAINTING ON STERN

.....
(Mandatory for Registered Boats)

CFR79 ☐ DELIVERY OTHER THAN GOSPORT

ADDRESS

.....
.....
.....

TOTAL

B'FWD

C'FWD

CONTACT NAME

.....

TEL No

CFR710 ☐ CRANEAGE TO OWN TRANSPORT

TOTAL

B'FWD

C'FWD

Purchaser's Name (s)
(in full)

Address

..... Post Code

Day Telephone No Home Telephone No

Occupation (s)

} Required for Builders Certificate

FINANCE COMPANY (if applicable):

Name & Address

..... Contact

Telephone No Loan Details

PART EXCHANGE DETAILS:

..... VALUATION Part exchange offer:
(subject to survey)

PAYMENT DETAILS:

Total Contract (ex VAT)

VAT @ 15%

Total

Deposit Due/Received Date Value

First payment due Date Value

Finance payment due Date Value

Part Exchange Allowance (if applicable)

Balance Due 10 days before completion

CUSTOMER'S SIGNATURE DATE

SALESMAN'S SIGNATURE DATE

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 and 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 if 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% proving 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. 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 and
 - (v) 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.
- Until such sums have been paid the Purchaser shall, subject to the terms of this condition, retain the Products in a fiduciary capacity.
- (c) 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 retake possession of them.
- (d) 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 redelivered 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.
- (e) 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 Contract by the Company.

9 DEFECTS APPARENT ON INSPECTION

- (a) The Purchaser shall have no claim for defects apparent on visual inspection unless
 - (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.

- (b) 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 undertaken 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 the 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

No variation or addition 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

Any notice or other communication hereunder shall be in writing, (which includes telex) and shall be duly given when actually delivered to the Company or the Purchaser at its address on the face of this Contract or such other address as may from time to time (by written notice to the other party) have been designated for such purpose.

WESTERLY FULMAR 32

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				ENGINE	
Code	£				
CFR12	405	CFR249	26	CFR42	88
CFR13	348	CFR250	52	CFR43	152
CFR14	274	CFR251	787	CFR44	397
CFR15	806	CFR252	135	CFR45	69
CFR17	600	CFR253	144	NAVIGATION EQUIPMENT	
CFR18	1438	CFR254	44	CFR58	583
CFR19	42	CFR255	88	CFR59	55
CFR110	30	CFR256	209	CFR509	588
CFR111	140	CFR266	52	CFR512	717
CFR113	145	CFR267	1029	CFR513	135
CFR115	42	CFR268	239	CFR530	140
CFR116	46	CFR269	58	CFR531	716
CFR118	120	CFR257	467	Brookes & Gatehouse	
CFR119	121	CABIN FITTINGS		CFR514	545
CFR120	163	CFR31	1249	CFR515	325
CFR121	250	CFR33	231	CFR516	655
CFR122	216	CFR35	164	Decca Navigation	
CFR133	36	CFR36	578	CFR535	360
CFR242	163	CFR37	353	CFR536	909
CFR243	144	CFR38	681	CFR537	58
CFR244	53	CFR39	215	Nautech	
DECK FITTINGS		CFR311	91	CFR552N	294
CFR22	1803	CFR312	140	CFR553N	294
CFR24	25	CFR313	749	CFR554N	492
CFR25	331	CFR314	654	CFR555N	244
CFR26	103	CFR315	1534	CFR556N	270
CFR27	76	CFR317	34	HULL	
CFR28	76	CFR318	102	CFR61	POA
CFR29	34	CFR321	155	CFR62	261
CFR211	192	CFR322	143	CFR64	84
CFR215	438	CFR323	328	CFR65	91
CFR217	OPT	CFR324	97	CFR66	91
CFR218	472	CFR325	236	GENERAL	
CFR219	472	CFR326	69	CFR69	449
CFR221	OPT	CFR331	107	CFR71	961
CFR210	1485	CFR332	36	CFR72	392
CFR224	1485	CFR334	69	CFR73	362
CFR227	189	CFR337	27	CFR74	42
CFR230	44	CFR338	27	CFR75	103
CFR232	90	CFR339	28	CFR76	68
CFR233	POA	CFR340	27	CFR77	115
CFR234	44	CFR347	27	CFR78	98
CFR235	35	CABIN CUSHIONS		CFR79	POA
CFR237	327	Velvets [standard]		CFR710	69
CFR239	233	CFR370	OPT	CFR712	466
CFR240	484	CFR371	OPT	CFR713	282
CFR241	572	CFR372	OPT	CFR714	215
CFR242	148	Chenille [extra]			
CFR243	151				
CFR244	48	CFR374	579		
CFR245	329	CFR375	530		
CFR246	466	CFR376	530		
CFR247	854				

This price list supersedes all previous lists