



# WESTERLY

**Westerly Yachts Limited**

*Designers and Builders of Fine Craft*

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## WESTERLY STORM 33 CRUISING ORDER FORM

THE STANDARD SPECIFICATION COMPRISES:

MARCH 1989

**SAILS & RIGGING:** Silver anodised mast and boom. Stainless steel standing rigging with single backstay. Terylene running rigging. Mainsail and No. 1 jib. Main and headsail halyards, slab reefing lines and kicking strap led aft to cockpit. Topping lift on mast. Signal halyards. Blue mainsail cover.

**DECK FITTINGS:** 24" stanchions with stainless steel lifelines. Headsail track 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. Stainless steel stay and shroud plates. Teak coachroof handrails. Drained gas locker, with provision for 2 bottles. One 6 lb Gaz bottle supplied. Four fenders. 2 x 40 ft. mooring lines. Navigation lights, steaming light, deck light. Manual bilge pump. 1 bulkhead compass. 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 and sole. Bridge deck. Swimming ladder & transom steps. Blue sprayhood.

**CABIN FITTINGS:** *Forecabin* - Double berth, hanging locker, washbasin with hot & cold water supply. Deck hatch with ventilator. Carpeted cabin sole. *Saloon* - Port and starboard single settee berths. 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, work top and crash bar. Stowage for crockery, cutlery and dry stores. Pan stowage. Twin stainless steel sinks with hot & cold water supply from stainless steel tank. (Total water capacity 40 gallons including independent tank for cold to forward sanitary unit). Work top with teak fiddles. Chopping board. Refrigerated 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 hot & cold supply to basin & shower. Shower curtain rail. Pumped shower drainage. Opening window into bridge deck. WC fixings. Grab handle. *Aft Cabin* - Double berth. Hanging locker. Carpeted sole. Curtain track. *Windows* - Opening window into bridge deck. 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. Battery state indicators. Fuel & water tank gauges. *Cushions* - 5" berth cushions with 4" seatbacks in saloon in choice of colours. Dry powder fire extinguisher.

**INSTRUMENTATION:** Water speed, log & depth sounder (digital) fitted at snood.

**ENGINE:** Volvo 2003, 3 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. Calorifier using engine to heat fresh water for shower and sinks.

**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



## SAILS & RIGGING

CODE SUPPLY OPTIONS

CSM10C ....	□	No. 1 GENOA - CAMBER STRIPES AND TELL TALES
CSM11C ....	□	No. 2 GENOA - CAMBER STRIPES AND TELL TALES
CSM12C ....	□	ROTOSTAY REEFKIT WITH SPECIAL No. 1 GENOA AND SUNCOVER IN LIEU OF STANDARD
CSM13C ....	□	STORM JIB
CSM112 ....	□	NO. 2 JIB
CSM113 ....	□	CRUISING CHUTE
CSM14C ....	□	SPINNAKER RADIAL HEAD
CSM15C ....	□	SPINNAKER TRI RADIAL
CSM16 .....	□	SPINNAKER GEAR - SHEETS, BLOCKS, HALYARDS, TOPPING LIFT, DOWNHAUL
CSM17 .....	□	SPINNAKER POLE AND DECK STOWAGE
CSM19C ....	□	ACRYLIC MAINSAIL COVER - BEIGE
CSM102 ....	□	TRI-COLOUR & WHITE MASTHEAD LIGHT
CSM103C ..	□	INSULATED BACKSTAY
CSM104 ....	□	VISIBALL RADAR REFLECTOR ON MAST
CSM105C ..	□	NYLON SHROUD ROLLERS
CSM106C ..	□	RIGGING SCREW COVERS
CSM108 ....	□	JOCKEY POLE WITH STOWAGE
CSM109 ....	□	ADDITIONAL WINCH HANDLES (EACH)

## DECK FITTINGS

CSM21 .....	□	LIFELINES - PVC COVERED IN LIEU OF STANDARD
CSM22 .....	□	ACRYLIC DODGERS - BLUE
CSM23 .....	□	ACRYLIC DODGERS - BEIGE
CSM24 .....	□	NAME ON DODGERS
CSM25 .....	□	ADDITIONAL ANCHOR CHAIN - 5 FATHOMS
CSM26 .....	□	ADDITIONAL ANCHOR CHAIN - 10 FATHOMS
CSM27 .....	□	COCKPIT CUSHIONS - BLUE PVC
CSM28 .....	□	COCKPIT CUSHIONS - GOLD PVC
CSM29 .....	□	COCKPIT CUSHIONS - RED PVC
CSM210 ....	□	COCKPIT CUSHIONS - WHITE PVC
CSM211 ....	□	TEAK COCKPIT SEATS
CSM212 ....	□	POWER SOCKET IN COCKPIT - ONE
CSM213 ....	□	POWER SOCKET IN COCKPIT - TWO

TOTAL .....

C'FWD .....

CSM215 ....	□	ANCHOR WINDLASS - MANUAL
CSM216 ....	□	ANCHOR WINDLASS - SEAWOLF, ELECTRIC WITH FOOT SWITCH
CSM217 ....	□	ANCHOR WINDLASS - SEAWOLF, ELECTRIC WITH FOOT SWITCH & REMOTE CONTROL
CSM239 ....	□	ANCHORMAN WINDLASS
CSM218 ....	□	ADDITIONAL CLEATS ( STATE POSITION & SIZE - 6", 8", 12" ON SCALED DECK PLAN)
CSM219 ....	□	ADDITIONAL 6" FAIRLEADS (STATE POSITION ON SCALED DECK PLAN)
CSM221 ....	□	DECK PAINT - BEIGE
CSM223 ....	□	TREADMASTER COCKPIT SEATS - BEIGE
CSM225 ....	□	ACRYLIC SPRAYHOOD - BEIGE
CSM227 ....	□	TREADMASTER DECKS & COACHROOF IN LIEU OF STANDARD - BEIGE
CSM251 ....	□	TREADMASTER DECKS & COACHROOF IN LIEU OF STANDARD - GREY
CSM229 ....	□	TREADMASTER SIDE DECK ONLY - BEIGE
CSM252 ....	□	TREADMASTER SIDE DECK ONLY - GREY
CSM230 ....	□	JACKSTAY LIFELINES ON SIDE DECKS
CSM231 ....	□	ADDITIONAL 6LB. GAZ BOTTLE
CSM232 ....	□	TILLER EXTENSION
CSM238 ....	□	WINCH HANDLE POCKETS (2)

## HALYARD WINCHES

CSM234C ...	□	2 X BARIENT UOS 21STC OR EQUIVALENT - 2 SPEED SELF TAILING IN LIEU OF STANDARD
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## FORESHEET WINCHES

CSM235C ...	□	2 X BARIENT UOS 22STC OR EQUIVALENT - TWO SPEED SELF TAILING IN LIEU OF STANDARD
CSM245 ....	□	SPINNAKER WINCHES 2 x 18C PLUS TWO CLEATS
CSM246 ....	□	SPINNAKER WINCHES 2 x 21STC PLUS TWO CLEATS

## CABIN FITTINGS

CSM32 .....	□	ADDITIONAL FITTED FIRE EXTINGUISHER
CSM33 .....	□	240V. SHORE SUPPLY WITH RING MAIN, 20 AMP ONLY WITH 3 SOCKETS, 1 PER CABIN

TOTAL .....

B'FWD .....

C'FWD .....



- CSM34 ..... ☐ 240V. MARINE BATTERY CHARGER  
 CSM 35 ..... ☐ 110V. SHORE SUPPLY WITH RING MAIN, 3 SOCKETS, 1 PER CABIN  
 CSM36 ..... ☐ 110V. BATTERY CHARGER  
 CSM37 ..... ☐ 240V. IMMERSION HEATER FOR SHORE POWER OPTION  
 CSM38 ..... ☐ 110V. IMMERSION HEATER FOR SHORE POWER OPTION  
 CSM39 ..... ☐ ADDITIONAL 8 WAY CIRCUIT BREAKER PANEL AT CHART TABLE  
 CSM310 .... ☐ SEAWATER PUMP TO GALLEY  
 CSM311 .... ☐ WC HOLDING TANK  
 CSM313 .... ☐ EXTRA LEE CLOTH - AFT CABIN (1)  
 CSM314 .... ☐ 12V./240V. TRANSHAVE IN HEADS  
 CSM316 .... ☐ DIESEL FIRED CENTRAL HEATING SYSTEM WITH 3 OUTLETS, 1 PER CABIN  
 CSM317 .... ☐ ADDITIONAL BILGE PUMP - MANUAL  
 CSM318 .... ☐ OPENING WINDOW - AFT CABIN TO COCKPIT SIDE  
 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 - ADDITIONAL HATCH OVER TABLE  
 CSM326 .... ☐ US GAS SYSTEM  
 CSM327 .... ☐ LEE CLOTHS-MAIN SALOON PORT/STARBOARD

#### CABIN CUSHION COLOURS

##### VELVETS (STANDARD OPTION)

- CSM370 .... ☐ WESTERLY BLUE SKY  
 CSM371 .... ☐ WESTERLY SALMON  
 CSM372 .... ☐ WESTERLY SAGE  
 CSM373 .... ☐ WESTERLY POWDER ROSE

##### GENILLE (EXTRA)

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

#### ENGINE

- CSM41 ..... ☐ FUEL/WATER SEPARATOR IN FUEL LINE  
 CSM42 ..... ☐ ENGINE SPARES KIT  
 CSM44 ..... ☐ ENGINE HOUR METER

TOTAL .....

B'FWD .....

C'FWD .....

- CSM45 ..... ☐ STRIPPER PROPELLER PROTECTOR - 2 BLADED

#### NAVIGATIONAL EQUIPMENT

- CSM51 ..... ☐ V-TRONIX COMBINED VHF AERIAL & HAWK INDICATOR AT MASTHEAD, INCLUDING CO-AXIAL CABLE TO CHART TABLE & 12V. SUPPLY  
 CSM52 ..... ☐ AUTOHELM 2000

#### NAVICO EQUIPMENT

- CSM551 .... ☐ RADIO RT6500H + AERIAL  
 CSM554 .... ☐ WINDSPEED/DIRECTION WD 200  
 CSM555 .... ☐ SOUNDER REPEATER DS 200  
 CSM556 .... ☐ LOG REPEATER DL 200

#### BROOKES & GATEHOUSE

- CSM520 .... ☐ HUNTER  
 CSM521 .... ☐ HUNTER WITH REPEATER FOR SPEED & DEPTH - ANALOGUE  
 CSM522 .... ☐ HUNTER WITH REPEATER FOR SPEED & DEPTH - DIGITAL  
 CSM523 .... ☐ HORNET 4 WITH ANALOGUE REPEATER  
 CSM524 .... ☐ HORNET 4 WITH DIGITAL REPEATER  
 CSM525 .... ☐ HECTA DEPTH MONITOR WITH ALARM - ANALOGUE REPEATER  
 CSM526 .... ☐ HECTA DEPTH MONITOR WITH ALARM - DIGITAL REPEATER

#### DECCA NAVIGATOR

- CSM530 .... ☐ ANTENNA FOR DECCA IV  
 CSM531 .... ☐ POWER SUPPLY FOR DECCA IV  
 CSM532 .... ☐ DECCA IV (COMPLETE INSTALLATION)

#### HULL

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

- CSM64 ..... ☐ TWIN KEELS

\* PLEASE STATE INTERNATIONAL YACHT PAINTS COLOUR CODE

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

TOTAL .....

B'FWD .....

C'FWD .....



# GENERAL

- CSM71 ..... ☐ CRADLE
- CSM72 ..... ☐ DTI REGISTRATION
- CSM73 ..... ☐ DELIVERY TO GOSPORT INC. WET OR DRY LAUNCH
- CSM74 ..... ☐ EXPORT DOCUMENTATION
- CSM75 ..... ☐ WINTERISE ENGINE INCLUDING A FULL TANK OF DIESEL
- CSM76 ..... ☐ DE-WINTERISE ENGINE
- CSM77 ..... ☐ SHRINK WRAP, WITHOUT NETTING (NOT SUITABLE FOR TRANSPORTATION)
- CSM78 ..... ☐ NETTING COVER FOR TRANSPORT (IN ADDITION TO SHRINK WRAP)
- CSM79 ..... ☐ FRENCH HOMOLOGATION
- CSM710 ..... ☐ GERMAN SPECIFICATION
- CSM711A .. ☐ WHEEL STEERING
- CSM712 .... ☐ NAME PAINTING ON STERN\*

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\*MANDATORY FOR REGISTERED BOATS

- CSM713 .... ☐ DELIVERY OTHER THAN GOSPORT OR AT DEALER ADDRESS .....

.....  
CONTACT NAME .....

.....  
TEL NO .....

- CSM714 .... ☐ BOAT LIFT 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:**

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..... 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 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 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% 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;
  - (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 divisibleand  
  - (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
- 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.

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 seen.
- 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 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 STORM 33 CRUISING

MARCH 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		CSM251	1419	CHENILLE (Extra)		GENERAL	
CODE	£	CSM229	1035				
		CSM252	1035	CSM374	517	CSM71	874
CSM10C	400	CSM230	89	CSM375	767	CSM72	357
CSM11C	333	CSM231	45	CSM376	767	CSM73	386
CSM112	252	CSM232	53			CSM74	54
CSM12C	1334	CSM234C	210	ENGINE		CSM75	90
CSM113	558	CSM235C	200			CSM76	62
CSM13C	164	CSM238	32	CSM41	63	CSM77	110
CSM14C	655	CSM239	231	CSM42	114	CSM78	257
CSM15C	725	CSM245	285	CSM44	80	CSM79	450
CSM16C	260	CSM246	495	CSM45	361	CSM710	191
CSM17	196					CSM711A	2386
CSM19C	OPT	CABIN FITTINGS		NAVIGATIONAL AIDS		CSM712	89
CSM102	127	CSM32	31	CSM51	127	CSM713	POA
CSM103C	113	CSM33	514	CSM52	586	CSM714	64
CSM104	145	CSM34	321				
CSM105C	42	CSM35	608	NAVICO			
CSM106C	40	CSM36	321				
CSM108	128	CSM37	83	CSM551	530		
CSM109	17	CSM38	129	CSM554	433		
		CSM39	151	CSM555	186		
DECK FITTINGS		CSM310	114	CSM556	186		
		CSM311	657				
CSM21	25	CSM313	80	BROOKES &			
CSM22	97	CSM314	85	GATEHOUSE			
CSM23	97	CSM316	1939				
CSM24	31	CSM317	138	CSM520	POA		
CSM25	42	CSM318	98	CSM521	POA		
CSM26	78	CSM319	28	CSM522	POA		
CSM27	89	CSM320	215	CSM523	POA		
CSM28	89	CSM321	44	CSM524	POA		
CSM29	89	CSM322	67	CSM525	POA		
CSM210	89	CSM223	85	CSM526	POA		
CSM211	410	CSM324	67				
CSM212	40	CSM326	80	DECCA YACHT			
CSM213	68	CSM327	102	NAVIGATOR			
CSM215	424						
CSM216	858	CABIN CUSHIONS		CSM530	328		
CSM217	961			CSM531	53		
CSM218	33	VELVETS (Standard)		CSM532	827		
CSM219	40						
CSM221	OPT	CSM370	OPT	HULL			
CSM223	OPT	CSM371	OPT				
CSM225	OPT	CSM372	OPT	CSM61	328		
CSM227	1419	CSM373	OPT	CSM62	83		
				CSM63	POA		
				CSM64	667		

**THIS PRICE LIST SUPERSEDES ALL PREVIOUS LISTS**