

CABIN FITTINGS CONTINUED/.....

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
94	CSD424		Opening windows - Aft cabin (Sloop)
34	CSD425		- Fly screens for above
STD	CSD426		Opening Ports - Aft cabin (Ketch)
48	CSD427		- Fly screens for above
34	CSD429		Fly screens for hatch above saloon table
47	CSD430		Roller blind for hatch above saloon table
52	CSD431		Hatch in aft heads 200 x 200
38	CSD432		Fly screens for extra heads hatch
38	CSD434		Fly screen for forward hatch
49	CSD435		Roller blind for forward hatch
38	CSD436		Fly screen for aft cabin hatch
49	CSD437		Roller blind for aft cabin hatch
38	CSD438		Fly screen for forward heads hatch
19	CSD440		Additional 12" teak grab handles. Please supply a scale dimensioned drawing of positions required (Price Each)
<u>CUSHION COLOUR OPTIONS</u>			
OPT	CSD450		Westerly Sunset Scarlet
OPT	CSD451		Westerly Ocean Blue
OPT	CSD452		Westerly Oatmeal
PAGE TOTAL			
BROUGHT Fwd			
CARRY Fwd			

1/1/85

ENGINE

CSD5 36hp Volvo MD17D 3 cylinder diesel flexibly mounted. 50 amp/hr alternator. Water cooled exhaust. Electric start. Remote single lever controls in cockpit. Remote stern gland greasing. Light in engine compartment. Sound deadening. 3 bladed 17 x 14 propeller. 2 x 102 amp/hr batteries in secured stowage. Battery state indicator. Battery changeover switch. Engine access from hatches on forward and both sides of engine compartment. Calorifier using engine heat to heat fresh water for showers and sinks. Engine instrument panel in cockpit. 45 gallon steel diesel fuel tank.

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTION</u>
STD	CSD61		Volvo MD17D, 3 cylinder diesel engine
220	CSD62		Additional 3rd battery with changeover switch.
STD	CSD63		Volvo engine instrumentation: Rev. Counter, temperature guage and warning lights for oil pressure and alternator.
63	CSD65		Engine hour meter
<u>ENGINE OPTION</u>			
160	CSD67		Bukh DMV36ME 36hp 3 cylinder diesel engine. All other specification as per Volvo
99	CSD69		Bukh tachometer
63	CSD610		Engine hour meter
220	CSD611		Bukh deluxe engine panel, rev counter, oil pressure, and water temperature indicator.
PAGE TOTAL			
BROUGHT Fwd			
CARRY Fwd			

1/1/85

NAVIGATION EQUIPMENT

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
190	CSD51		Mechanical Sumlog speed and distance indicator mounted in cockpit.
456	CSD52		Seavoice RT550 VHF radio with aerial
39	CSD53		Wiring only for radio and aerial including through deck plugs. Tails at chart table with 12v supply.
95	CSD54		VHF aerial and co-ax cable and deck plugs to chart table including 12v. supply leads
99	CSD55		V-Tronix combined VHF aerial and Hawk indicator fitted at masthead including co-ax. to chart table and deck plugs.
1298	CSD56		Auto pilot
<u>MARINER EQUIPMENT</u>			
198	CSD57		Mariner 8 analogue echo sounder
290	CSD58		Mariner 8 analogue and log plus speed indicator and resetable log and read out
403	CSD59		Mariner Micro 3 digital depth log and analogue speed display
797	CSD510		Mariner Micro 5 digital speed, log, depth, windspeed and analogue 360 degree direction.
358	CSD511		Mariner Micro 5 repeater for use with Micro 5 system
PAGE TOTAL			
BROUGHT Fwd			
CARRY Fwd			

1/1/85

NAVIGATION EQUIPMENT CONTD/.....

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
<u>SEAFARER EQUIPMENT</u>			
135	CSD512		Seafarer 5 echo sounder at chart table
116	CSD513		Seafarer 5 echo sounder repeater in cockpit
144	CSD514		Simplex depth sounder - FEET
62	CSD515		Simplex depth sounder repeater - FEET
144	CSD516		Simplex depth sounder - METRES
62	CSD517		Simplex depth sounder repeater - METRES
179	CSD518		Simplex log
62	CSD519		Simplex log repeater
<u>STOWE EQUIPMENT</u>			
STD	CSD520		Navsounder
132	CSD521		Navsounder repeater
STD	CSD522		Navigator II
98	CSD523		Analogue wind speed option
102	CSD524		Analogue wind speed repeater
304	CSD525		Analogue wind speed/direction option
393	CSD526		Wind monitor system option
88	CSD527		Analogue water speed option
88	CSD528		Analogue water speed repeater option
32	CSD529		Non resetable miles counter option
<u>BROOKES & GATEHOUSE EQUIPMENT</u>			
1534	CSD533		Hornet 4 with analogue repeaters
1584	CSD534		Hornet 4 with digital repeaters
733	CSD535		Hecta depth monitor with alarm - analogue repeater
765	CSD536		Hecta depth monitor with alarm - digital repeater.
PAGE TOTAL			
BROUGHT Fwd			
CARRY Fwd			

CSD7

HULL & DECK CONSTRUCTION

HULL

Hand-laid in our workshop using best quality materials under carefully controlled conditions of temperature and humidity. A Lloyd's Hull Construction Certificate is supplied as standard. The hull shell is stiffened and supported by stringers, frames and floors.

The Standard hull colour is white with moulded in Broad Blue Trim line.

DECK

Hand-laid using a mixture of chopped strand mat and woven rovings with reinforcement in areas of high stress, such as the chainplate area. The coachroof and sidedecks are of a GRP/Balsa sandwich construction which gives great resistance to flexing as well as sound and heat insulation. A hardwood kingplank is incorporated into the foredeck. Hardwood pads under deck fittings where appropriate.

RUDDER

Solid 2 3/4" dia stainless steel stock of 316 specification with a welded stainless steel plate forming the core of the rudder blade.

KEEL

Solid 8000 lb cast drilled and tapped to take stainless steel studs of 24 mm diameter. Each keel stud is secured by a nut and locking nut and the load is spreaded evenly by the use of stainless steel backing plates.

CATHODIC
PROTECTION

Zinc anode fitted and wired to stern gear. 'P' bracket and engine water inlet.

1/1/85

OPTIONS CONTINUED/.....

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
STD	CSD71		Blue trim line moulded in.
220	CSD72		Painted trim line*
STD	CSD73		Antifouling - BLUE
95	CSD74		Other colour*
58	CSD75		Boot Line - BLUE
POA	CSD76		Other colour*
STD	CSD77		Waterline Stripe - BLUE
58	CSD78		Other colour*
POA	CSD79		Customer supplied skin fittings. These must be supplied by Contract Freeze date after which date they may not be fitted. Full fitting instructions must be included by owner.
			PRICE OF FITTING _____
PAGE TOTAL			
BROUGHT Fwd			
CARRY Fwd			

* Please state International Paint Code.

PLEASE NOTE:- Hull warranty void if using Etch primer antifouling systems.

1/1/85

GENERAL

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
680	CSD81		Cradle
280	CSD82		D T I Registration
380	CSD83		Delivery to Hamble Point
30	CSD84		Export documentation
96	CSD85		Winterise engine including a full tank of diesel
48	CSD86		De winterise engine
98	CSD87		Shrink wrap not suitable for transportation
60	CSD88		Name on Stern Mandatory for Boat Registration
POA	CSD89		Delivery other than hamble Point or at dealer: ADDRESS..... CONTACT NAME..... TELEPHONE NUMBER.....
75	CSD810		Boat lift cost to own transport
STD	CSD811		BUILDERS CERTIFICATE* FULL NAME..... OCCUPATION.....
PAGE TOTAL			<u>*Please Note:</u> Details given above must
BROUGHT Fwd			correspond with name & address on contract
CARRY Fwd			and Registration documents (If applicable).

1/1/85

Purchaser's name if full Dealer's name (if applicable)
 Address Address

 Post code Post code
 Day Telephone No Home Telephone No

FINANCE - Company (if applicable)

Name & Address

 Contact
 Telephone no

Loan details £ _____

Part exchange details:

.....

VALUATION

Part exchange offer £ _____

WESTERLY OWNERS ASS. INFORMATION

☐ YES ☐

PAYMENT DETAILS

Base Price £.....
 Extras £.....
 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 £.....

FOR INTERNAL USE ONLY

Contract freeze date
 Order confirmation sent Dated
 Freeze date confirmation sent Dated

DATE DATE

CUSTOMER SIGNATURE FOR WESTERLY YACHTS LTD

TERMS AND CONDITIONS OF SALE
(Any variation or addition to these Terms must be given in writing)

WESTERLY YACHTS LIMITED (hereinafter called 'the Company' only contract subject to these terms and conditions.

1. GENERAL

(1) All contract offers are made and all orders are accepted subject to the following conditions. All conditions of the Customer or other terms conditions or warranties whatsoever are excluded from the contract or any variation thereof unless expressly accepted by the Company in writing.

(2) Unless otherwise stated contract offers shall only be available for acceptance for a maximum period of 30 days from the date thereof and may be withdrawn by the Company within such period at any time by written or oral notice.

(3) These terms and conditions can only be altered or qualified by a document signed by a director of the Company setting out in full all the relevant alterations and qualifications.

(4) If any statement or representation upon which the Customer relies has been made to the Customer other than in the documents enclosed with the Company's quotation or acknowledgement of order the Customer must set out that statement or representation in a document to be attached to or endorsed on the order in which case the Company may clarify the point and submit a new quotation.

(5) Where the contract is for the sale of Goods to a consumer that is in general a person acquiring the Goods otherwise than for the purposes of a trade or business the statutory rights or obligations that arise if the Goods are defective or are not fit for their purpose or do not correspond with their description may be affected by these Conditions. If however a consumer wishes to avail himself of the provisions of the Guarantee Condition the Consumer may do so provided the Consumer complies with the provisions of these Conditions. Where a trade discount is given the Customer warrants that the transaction is not a consumer sale.

2. DELIVERY

(1) Unless otherwise agreed in writing delivery shall be effected by the Company within Great Britain and the Customer shall be responsible for delivery charges.

(2) Time for delivery is given as accurately as possible but is not guaranteed. The Customer shall have no right to damages or to cancel the order for failure for any cause to meet any delivery time stated unless the Company and the Customer agree to a liquidated damages formula in respect thereof.

(3) The date of delivery shall in every case be dependent upon prompt receipt of all necessary information final instructions or approvals from the Customer. Alterations by the Customer in design specifications or quantities required may result in delay in delivery.

(4) The Company will endeavour to comply with reasonable requests by the Customer for postponement of delivery but shall be under no obligation to do so. Where delivery is postponed otherwise than due to default by the Company the Customer shall pay all costs and expenses including a reasonable charge for storage and transportation occasioned thereby and the Company shall be entitled to invoice the Goods in accordance with these Conditions.

(5) Unless otherwise expressly agreed any packaging supplied by the Company is intended to be only sufficient to protect the Goods for all normal conditions of transit and for the normal period of transit only.

3. VARIATIONS

(1) Variations and extra items requested by a Customer to a standard boat as detailed on the Company's individual boat specification sheet, will be accepted by the Company during the period following the issuing of a quotation by the Company and acceptance and signature of the contract by the Customer.

(2) All variations, before the contract has been signed, required by the Customer shall be in writing and the price if not agreed prior to the performance of the work by the Company shall be based on appropriate contract prices (if any) plus escalation in respect of inflation and increased costs of materials and labour.

(3) If the Company agrees to make any variations in accordance with sub-paragraph (1) above then any dates quoted for delivery or completion of the contract shall be extended appropriately.

4. RISK AND TITLE

(1) Risk shall pass to the Customer so that the Customer is responsible for all loss damage or deterioration to the Goods:-

(a) if the Company delivers the Goods by its own transport at the time when the Goods or a relevant part thereof arrive at the place of delivery or

(b) in all other circumstances at the time when the Goods or a relevant part thereof leave the premises of the Company whether or not the Company arranges transport and where the Goods are delivered by carrier any claims for loss or damage in transit must be made by the Customer against the carrier in accordance with the carriers conditions.

(2) (i) Title in the Goods or any part thereof shall pass to the Customer when payment in full therefor has been made or when the Company serves written notice upon the Customer specifying that title in the Goods or such part thereof has passed whichever shall be the earlier in time and the Customer shall permit any officer employee representative or agent of the Company to enter on to the Customer's premises and to repossess the Goods at any time prior thereto.

(ii) The Customer shall only be at liberty to sell the Goods purchased from the Company prior to the passing of title on the understanding that if the Customer does sell the Goods then the Customer will hold on trust for the Company so much of the proceeds of sale received by the Customer under contracts which include any of the Goods either in their original or altered state as are necessary to discharge payment in full to the Company.

5. CANCELLATION

Cancellation will only be agreed to by the Company on condition that all costs and expenses incurred by the Company up to the time of cancellation and all loss of profits and other loss or damage resulting to the Company by reason of such cancellation will be paid forthwith by the Customer to the Company.

6. PRICES

(1) All prices are unless otherwise stated quoted net ex works exclusive of VAT. In the event of any increase in the cost of labour due to local or national awards or increases in the cost of materials and overheads during the period of production may be added to the quoted price.

(2) In the event of any alteration being required by the Customer in design or specification the Company shall be entitled to make an adjustment of the contract price corresponding to such alteration.

7. TERMS OF PAYMENT

(1) Unless otherwise agreed by the Company in writing the terms of payment shall be one half of the total agreed contract price on signature of the contract (less any deposit paid previously) the balance (together with any extra costs payable in accordance with these Conditions) ten days before the date notified to the Customer by the Company as the estimated completion date.

(2) No disputes arising under the contract nor delays beyond the reasonable control of the Company shall interfere with prompt payment in full by the Customer.

8. SPECIFICATIONS

Whilst the Company will endeavour to manufacture the Goods in accordance with the specifications prevailing at the time of receipt of the order, 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 regulations, consideration for safety or other reasonable cause. The delivery of Goods conforming to the Company's prevailing design and specifications at the time of delivery shall be good and sufficient performance of this contract by the Company.

9. DEFECTS APPARENT ON INSPECTION

The Customer shall have no claim for defects apparent on visual inspection unless:-

(i) the Customer inspects the Goods within three working days of delivery and

(ii) a written complaint is made to the Company within fourteen days of receipt of the Goods or such shorter period as the carriers conditions (if applicable) require specifying the shortage or defect and

(iii) the Company is given an opportunity to inspect the Goods and investigate any complaint before any use is made of the Goods.

If a complaint is not made to the Company as herein provided then the Goods shall be deemed to be in all respects in accordance with the contract and the Customer shall be bound to pay for the same accordingly and in such circumstances the Guarantee Condition shall not apply.

10. DEFECTS NOT APPARENT ON INSPECTION

(1) The Customer 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-paragraph (4) of this Condition to inspect the Goods and

(ii) the complaint is sent within 12 months of the date of delivery of the Goods or in the case of items not manufactured by the Company within the guarantee period specified by the manufacturer of such item.

(2) The Customer shall not be entitled to any claim in respect of any repairs or alterations undertaken by the Customer 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.

(3) The Company shall not be liable for loss or damage suffered by reason of continued use of the Goods after the Customer becomes aware of a defect or after circumstances which should reasonably have indicated to the Customer the existence of a defect.

(4) The Company may within 15 days of receiving such a written complaint (or 28 days where the Goods are situated outside the United Kingdom) inspect the Goods and the Customer if so required by the Company shall take all steps necessary to enable the Company to do so.

11. GUARANTEE CONDITION

(1) Save as otherwise provided by the other conditions of these Conditions Section 12 to 15 of the Sale of Goods Act 1979 are to be implied into this contract.

(2) In the event of the conditions of the Goods being such as might or would (subject to these Conditions) entitle the Customer to claim damages or to repudiate the contract the Customer shall not then do so but shall first ask the Company to repair or supply satisfactory substitute Goods and the Company shall thereupon be entitled at its option to repair or take back the defective Goods and to supply satisfactory substitute Goods free of cost and within a reasonable time. If the Company does so repair the Goods or supply satisfactory substitute Goods the Customer shall be bound to accept such repaired or substituted Goods and the Company shall be under no liability in respect of any loss or damage whatsoever arising from the initial delivery of the defective Goods or from the delay before the defective Goods are repaired or the substitute Goods are delivered.

(3) The Company's liability for all parts of the Goods supplied but not manufactured by them shall be limited to the liability of the manufacturers of such Goods whether or not the extent of the manufacturers liability is made known to the Customer.

12. RACING

The Guarantee Condition shall not extend to the spars, sails, fitting and component parts of the boat during any period in which the boat is being used for the purpose of racing. If the Customer requires the boat for use in races or other competitions such requirement must expressly be made known to the Company otherwise this contract and the Company's liability hereunder shall be construed on the basis that it is a contract for sale of a cruising boat and equipment.

13. 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. Customers should obtain specific recommendations and advice from the Company regarding the uses and attributes of the Company's products.

14. INSOLVENCY

If the Customer shall become bankrupt or insolvent or compound with creditors or in the event of a resolution being passed or proceedings commenced for the liquidation of the Customer (other than for a voluntary winding up for the purpose of reconstruction or amalgamation) or if a Receiver or Manager is appointed of all or any part of its assets or undertaking the Company shall be entitled to cancel the contract in whole or in part by notice in writing without prejudice to any right or remedy accrued or accruing to the Company.

15. FORCE MAJEURE

Neither party shall be under any liability for any delay loss or damage caused wholly or in part by act of God governmental restriction condition or control or by reason of any other act matter or thing beyond its reasonable control including failure by the other party to carry out the provisions of these Conditions.

16. LEGAL

The contract shall be governed and interpreted exclusively according to the Law of England and shall be subject to the jurisdiction of the English Courts only.