



WESTERLY

Westerly Yachts Limited

Registered Office: 47 Aston Road, Waterlooville, Hampshire PO7 7XJ

Telephone: Waterlooville (0705) 254511

Fax: (0705) 268032

Telex: 86328

WESTERLY STORM 33 ORDER FORM

SEPTEMBER 1987

THE STANDARD SPECIFICATION COMPRISES:

SAILS & RIGGING: Mainsail and No. 1 Jib in racing sail cloth with tell tales on mainsail. 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 twin backstay with backstay adjuster.

DECK FITTINGS: 24" stanchions with twin stainless steel lifelines. Twin headsail tracks port and starboard with one car in each track. Stainless steel bow rail, split stainless steel stern rail and ensign socket, twin bow rollers. Spinnaker deck fittings and sheet stoppers. 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, type 25c. 2 two speed foresheet winches, type 27c. 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. 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 and crash bar. Stowage for crockery, cutlery and dry stores. Pan stowage. Twin stainless steel sinks with cold water supply from 40 gallons stainless steel tanks. Work top with teak fiddles. Chopping board. Insulated drained ice box with shelf. Rubbish bin. **CHART TABLE** - With chart stowage under desk top. Pencil holder. 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 fixings. Grab handle. **AFT CABIN** - Double berth. Hanging locker. Opening window into bridge deck, Galley and chart table areas. Fixed window into cockpit. Carpeted sole. Curtain track. **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 204 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 are 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.

CODE SUPPLY OPTIONS

SAILS & RIGGING

- CSM10 ☐ NO. 1 GENOA - CAMBER STRIPES AND TELL TALES
- CSM11 ☐ NO. 2 GENOA - CAMBER STRIPES AND TELL TALES
- CSM12 ☐ ROTOSTAY REEFKIT WITH SPECIAL NO. 1 GENOA & SUN COVER IN LIEU OF STANDARD
- CSM13 ☐ STORM JIB
- CSM14 ☐ SPINNAKER RADIAL HEAR
- CSM15 ☐ SPINNAKER TRI RADIAL
- CSM16 ☐ SPINNAKER GEAR - SHEETS & GUYS, BLOCKS, HALYARDS, TOPPING LIFT DOWNHAUL
- CSM17 ☐ SPINNAKER POLE & DECK STOWAGE
- CSM18 ☐ ACRYLIC MAINSAIL COVER - BLUE
- CSM19 ☐ - BEIGE
- CSM101 ☐ SIGNAL HALYARDS
- CSM102 ☐ TRI-COLOUR & WHITE MASTHEAD LIGHT
- CSM103 ☐ INSULATED BACKSTAY
- CSM104 ☐ FIRDILL BLIPPER RADAR REFLECTOR
- CSM105 ☐ NYLON SHROUD ROLLERS
- CSM106 ☐ RIGGING SCREW COVERS
- CSM107 ☐ ROD KICKER IN LIEU OF STANDARD KICKING STRAP
- CSM108 ☐ JOCKEY POLE WITH STOWAGE
- CSM109 ☐ ADDITIONAL WINCH HANDLES (EACH)
- CSM110 ☐ SAIL SAUSAGE BAGS

DECK FITTINGS

- CSM21 ☐ LIFELINES - PVC COVERED
- CSM22 ☐ ACRYLIC DODGERS - BLUE
- CSM23 ☐ - BEIGE
- CSM24 ☐ NAME ON DODGERS
- CSM25 ☐ ADDITIONAL ANCHOR CHAIN - 5 FATHOMS
- CSM26 ☐ - 10 FATHOMS
- CSM27 ☐ COCKPIT CUSHIONS - BLUE PVC
- CSM28 ☐ - GOLD PVC
- CSM29 ☐ - RED PVC
- CSM210 ☐ - WHITE PVC
- CSM211 ☐ TEAK COCKPIT SEATS
- CSM212 ☐ POWER SOCKET IN COCKPIT - ONE
- CSM213 ☐ - TWO
- CSM215 ☐ ANCHOR WINDLASS - MANUAL
- CSM216 ☐ - SEAWOLF, ELECTRIC WITH FOOT SWITCH
- CSM217 ☐ - SEAWOLF, ELECTRIC WITH FOOT SWITCH & REMOTE CONTROL

TOTAL /CONTINUED

C.FWD

- CSM218 ☐ ADDITIONAL CLEATS (STATE POSITION & SIZE - 6"/8"/12" ON SCALE DECK PLAN)
- CSM219 ☐ ADDITIONAL 6" FAIRLEADS (STATE POSITION ON SCALE DECK PLAN)
- CSM221 ☐ DECK PAINT - BEIGE
- CSM223 ☐ TREADMASTER COCKPIT SEATS - BEIGE
- CSM224 ☐ ACRYLIC SPRAYHOOD - BLUE
- CSM225 ☐ - BEIGE
- CSM227 ☐ TREADMASTER DECKS & COACHROOF IN LIEU OF STANDARD - BEIGE
- CSM251 ☐ - GREY
- CSM229 ☐ TREADMASTER SIDE DECK ONLY - BEIGE
- CSM252 ☐ - GREY
- CSM230 ☐ JACKSTAY LIFELINES ON SIDE DECKS
- CSM231 ☐ ADDITIONAL 6 LB. GAS BOTTLE
- CSM232 ☐ TILLER EXTENSION
- HALYARD WINCHES

- CSM234 ☐ 2 X BARLOW 25 CST OR EQUIVALENT - TWO SPEED SELF TAILING IN LIEU OF STANDARD

FORESHEET WINCHES

- CSM235 ☐ 2 X BARLOW 27 CST OR EQUIVALENT - TWO SPEED SELF TAILING IN LIEU OF STANDARD
- CSM236 ☐ BOARDING LADDER
- CSM237 ☐ TRANSOM STEPS (2)
- CSM238 ☐ WINCH HANDLE POCKETS (2)

CABIN FITTINGS

- CSM31 ☐ HOT & COLD PRESSURISED WATER TO ALL TAPS, EXCLUDING VANITORY UNIT IN FWD CABIN, PLUS SHOWER FROM HEAT EXCHANGER ON ENGINE
- CSM32 ☐ ADDITIONAL FITTED FIRE EXTINGUISHER
- CSM33 ☐ 240V. SHORE SUPPLY WITH RING MAIN, 20 AMP ONLY WITH 3 SOCKETS 1 IN EACH CABIN
- CSM34 ☐ 240V. MARINE BATTERY CHARGER
- CSM35 ☐ 110V. SHORE SUPPLY WITH RING MAIN 3 SOCKETS 1 IN EACH CABIN
- CSM36 ☐ 110V. BATTERY CHARGER
- CSM37 ☐ 240V. IMMERSION HEATER FOR SHORE POWER OPTION

TOTAL /CONTINUED

B'FWD

C'FWD

- CSM38 ☐ 110V. IMMERSION HEATER FOR SHORE
POWER OPTION
- CSM39 ☐ ADDITIONAL 8 WAY CIRCUIT BREAK-
ER PANEL AT CHART TABLE
- CSM310 ☐ SEAWATER PUMP TO GALLEY
- CSM311 ☐ WC HOLDING TANK
- CSM313 ☐ EXTRA LEE CLOTHS - AFT CABIN (1)
- CSM314 ☐ 12V. 240V. TRANSHAVE IN HEADS
- CSM315 ☐ REFRIGERATION UNIT IN ICE BOX
- 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
IN LIEU OF STANDARD VENTILITE
- CSM321 ☐ FLY SCREEN FOR SALOON HATCH
- CSM322 ☐ ROLLER BLINDS - FORWARD HATCH
- CSM323 ☐ - MAIN HATCH IN
SALOON
- CSM324 ☐ - ADDITIONAL
HATCH OVER TABLE

CUSHION COVERS

VELVETS

- CSM383 ☐ WESTERLY BLUE SKY
- CSM384 ☐ WESTERLY OYSTER
- CSM386 ☐ WESTERLY SALMON

TWEEDS

- CSM387 ☐ WESTERLY RUSSETT
- CSM398 ☐ WESTERLY BLUE SEA
- CSM390 ☐ WESTERLY CHAMPAGNE

ENGINE

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

NAVIGATIONAL EQUIPMENT

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

TOTAL..... /CONTINUED

B'FWD

C'FWD

NAVICO EQUIPMENT

- CSM552 ☐ SOUNDER
- CSM553 ☐ LOG
- CSM554 ☐ WINDSPEED/DIRECTION
- CSM555 ☐ SOUNDER REPEATER
- CSM556 ☐ LOG REPEATER

BROOKES & GATEHOUSE

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

DECCA NAVIGATOR

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

HULL

- CSM61 ☐ MOULDED TRIM LINE - MAROON
SCOTT BADER REF. NO. **
- CSM62 ☐ WATERLINE STRIPE - RED
- CSM63 ☐ ALTERNATIVE WATERLINE STRIPE
COLOUR *

* PLEASE STATE INTERNATIONAL
YACHT PAINTS COLOUR CODE

** N.B. THE USE OF ETCH PRIMER
IN ANY PAINT PROGRAMME
WILL INVALIDATE HULL WARRANT

GENERAL

- CSM71 ☐ CRADLE
- CSM72 ☐ DTI REGISTRATION
- CSM73 ☐ DELIVERY TO OCEAN VILLAGE 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)

TOTAL..... /CONTINUED

B'FWD

C'FWD

CSM78 ☐ NETTING COVER FOR TRANSPORT
(IN ADDITION TO SHRINK WRAP)
CSM79 ☐ FRENCH HOMOLOGATION
CSM710 ☐ GERMAN SPECIFICATION
CSM711 ☐ U.S. SPECIFICATION
CSM712 ☐ NAME PAINTING ON STERN *

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* MANDATORY FOR REGISTERED
BOATS

CSM713 ☐ DELIVERY OTHER THAN OCEAN
VILLAGE OR AT DEALER

ADDRESS.....
.....
.....
.....

CONTACT NAME.....

TEL NO.....

CSM714 ☐ BOAT LIFT TO OWN TRANSPORT
CSM715 ☐ BUILDERS CERTIFICATE

FULL NAME.....
.....

OCCUPATION..... VALUATION Part exchange offer

TOTAL.....

B'FWD.....

C'FWD.....

PLEASE NOTE DETAILS GIVEN ABOVE MUST CORRES-
OND WITH NAME AND ADDRESS ON CONTRACT AND
REGISTRATION DOCUMENT (IF APPLICABLE)

Purchaser's name in 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

ART EXCHANGE DETAILS:

VALUATION Part exchange offer

WESTERLY OWNERS ASS. INFORMATION YES

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

FOR INTERNAL USE ONLY

Contract Freeze Date Dated

Order Confirmation sent Dated

Freeze Date confirmation sent Dated

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; 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 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 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 hereinafter 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 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. 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

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

Westerly Yachts Limited

Designers and Builders of Fine Craft
Hamble Point Marina, School Lane, Hamble
Southampton SO3 5NB
Telephone: Southampton (0703) 455233
Telex: 477498

WESTERLY STORM 33

SEPTEMBER 1987

THE STANDARD SPECIFICATION COMPRISES:

SAILS & RIGGING: Mainsail and No. 1 Jib in racing sail cloth with tell tales on mainsail. 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 twin backstay with backstay adjuster.

DECK FITTINGS: 24" stanchions with twin stainless steel lifelines. Twin headsail tracks port and starboard with one car in each track. Stainless steel bow rail, split stainless steel stern rail and ensign socket, twin bow rollers. Spinnaker deck fittings and sheet stoppers. 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, type 25c. 2 two speed foresheet winches, type 27c. 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. 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 and crash bar. Stowage for crockery, cutlery and dry stores. Pan stowage. Twin stainless steel sinks with cold water supply from 40 gallons stainless steel tanks. Work top with teak fiddles. Chopping board. Insulated drained ice box with shelf. Rubbish bin. **CHART TABLE** - With chart stowage under desk top. Pencil holder. 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 fixings. Grab handle. **AFT CABIN** - Double berth. Hanging locker. Opening window into bridge deck, Galley and chart table areas. Fixed window into cockpit. Carpeted sole. Curtain track. **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 204 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 are 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.

WESTERLY YACHTS LIMITED

OPTIONS

STORM 33

£ SAILS AND RIGGING

692	No. 1 genoa - Camber stripes and tell tales
572	No. 2 genoa - Camber stripes and tell tales
269	Storm jib
176	Spinnaker pole and deck stowage
138	Acrylic mainsail cover
1555	Rotostay reefkit with special genoa (demountable drum type)

DECK FITTINGS

398	Acrylic sprayhood
220	Boarding ladder
69	Transom step (2)
183	Anchor man windlass - manual GD
164	Anchor man windlass - manual G

NAVIGATIONAL INSTRUMENTS

210	Navico sounder
215	Navico log
330	Navico windspeed/direction
140	Navico sounder repeater
140	Navico log repeater
126	V-Tronix combined VHF and Hawk indicator at masthead including co-axial to chart table and 12v. supply
557	Autohelm 2000

GENERAL

832	Cradle
367	Delivery to Ocean Village including wet or dry launch

ALL PRICES ARE EX VAT

A FULL LIST OF FACTORY FITTED EXTRAS AND COLOUR OPTIONS IS AVAILABLE ON REQUEST

WESTERLY STORM 33

SEPTEMBER 1987

EXTRAS PRICE LIST

SAILS & RIGGING

CODE	£
CSM10	692
CSM11	572
CSM12	1756
CSM13	269
CSM14	637
CSM15	949
CSM16	286
CSM17	187
CSM18	138
CSM19	138
CSM101	15
CSM102	121
CSM103	92
CSM104	138
CSM105	36
CSM106	40
CSM107	101
CSM108	108
CSM109	11
CSM110	48

DECK FITTINGS

CSM21	22
CSM22	56
CSM23	56
CSM24	POA
CSM25	37
CSM26	74
CSM27	85
CSM28	85
CSM29	85
CSM210	85
CSM211	390
CSM212	33
CSM213	68
CSM215	404
CSM216	731
CSM217	820
CSM218	25
CSM219	20
CSM221	OPT
CSM223	OPT
CSM224	398
CSM225	398
CSM227	1288
CSM251	1288
CSM229	986
CSM252	986
CSM230	85
CSM231	29
CSM232	50

DECK FITTINGS

CODE	£
CSM234	445
CSM235	511
CSM236	317
CSM237	69
CSM238	28

CABIN FITTINGS

CODE	£
CSM31	832
CSM32	25
CSM33	320
CSM34	306
CSM35	515
CSM36	306
CSM37	69
CSM38	69
CSM39	141
CSM310	109
CSM311	626
CSM313	76
CSM314	60
CSM315	649
CSM316	1209
CSM317	105
CSM318	93
CSM319	13
CSM320	196
CSM321	37
CSM322	64
CSM323	81
CSM324	64

CABIN CUSHIONS

<i>Velvets</i>	
CSM383	OPT
CSM384	OPT
CSM386	OPT
<i>Tweeds</i>	
CSM387	OPT
CSM389	OPT
CSM390	OPT

ENGINE

CODE	£
CSM41	57
CSM42	84
CSM44	76

NAVIGATIONAL AIDS

CODE	£
CSM51	126
CSM52	558
<i>Navico</i>	
CSM552	210
CSM553	215
CSM554	330
CSM555	140
CSM556	140
<i>Brookes & Gatehouse</i>	
CSM520	794
CSM521	1270
CSM522	1343
CSM523	1877
CSM524	1939
CSM525	900
CSM526	937
<i>Decca Yacht Navigator</i>	
CSM530	312
CSM531	50
CSM532	1264
HULL	
CSM61	227
CSM62	73
CSM63	POA
GENERAL	
CSM71	832
CSM72	359
CSM73	367
CSM74	51
CSM75	85
CSM76	59
CSM77	105
CSM78	245
CSM79	429
CSM710	85
CSM711	2608
CSM712	85
CSM713	POA
CSM714	61
CSM715	STD