



WESTERLY

TYPHOON 37

SEPTEMBER 1990

ORDER FORM

STANDARD SPECIFICATION

HULL White GRP. Fin keel. Retrousse stern with 2 self draining lockers. Blue antifouling with red waterline stripe. Teak rubbing strake. Cathodic protection. Bronze seacocks and underwater fittings. Blue moulded coveline with red stripe under.

Hand laid in temperature and humidity controlled environment. 2 layers of isophthalic gelcoat and isophthalic resin in the first layer of mat plus biaxial combination and unidirectional reinforcement.

LLOYDS HULL CONSTRUCTION CERTIFICATE

RUDDER GRP with stainless steel 316 stock and framework.

KEEL Cast iron with stainless steel studs and twin locking nuts.

DECK/COCKPIT Grey moulded non-slip surface. Hatches in forward cabin, forward heads and saloon. Wheel steering (with rod links). Emergency tiller. Vented gas bottle stowage for 2 x 6 lb (2.7 kg) bottles. Compass on binnacle. Large cockpit locker. Anchor locker. Teak toe rail. Grey treadmaster on cockpit seats.

Hand laid isophthalic gelcoat with chopped strand mat biaxial combination and unidirectional reinforcement with layers of Fivet coremat.

DECK FITTINGS Stainless steel double rail pulpit and dashpit with stern gate. 24" (610mm) stanchions with double lifelines. 2-speed self-tailing winches (2 x foresheet, 2 x halyard). 2 winch handles. Spinnaker deck gear (excl pole and pole stowage). Twin bow roller. 2 bow, 2 stern and 2 spring cleats. 2 bow fairleads. Ensign staff socket. Teak handrails. Jammers for halyards, reefing lines and spinnaker gear (excl pole and pole stowage). Manual windlass. Twin headsail tracks (cars on outboard track).

SAILS AND RIGGING Fractional double spreader rig. Mainsail and No. 2 genoa (non-furling). Polyester main and jib halyards plus slab reefing and kicking strap all led aft in the coachroof. Topping lift and burgee halyard. Stainless steel standing rigging. Silver anodised boom and tapered mast. Twin groove headsail foil.

GENERAL EQUIPMENT Bilge pump. 35 lb plough anchor. 15 fathoms of 5/16" calibrated chain. 6 fenders. 2 x 40' mooring warps. 1 dry power fire extinguisher. 1 Gaz bottle.

ELECTRICAL SYSTEM Stern light. Bi-colour navigation light on pulpit. Steaming light. Deck light. 2 x 92 a/h (low maintenance) batteries. 12V switch panel with double pole circuit breakers and 5 spare circuits. 50 a/h alternator.

ENGINE Volvo 2003 (28 hp). 2-bladed propeller. Fresh water cooled. Sound insulation. Flexible mounting. Exhaust muffler.

TANKS 30 gallon fuel tank. Total water capacity 50 gallons in 2 tanks (stainless steel).

INTERIOR All woodwork in teak or teak faced ply. Upholstery available in a choice of fabrics.

FORWARD CABIN 2 single crossover bunks with an optional double berth conversion. Lockers and reading lights. Carpets.

FORWARD HEADS Marine WC. Hot and cold water supply to handbasin.

SALOON 2 fixed berths with lee cloths. Settee with double berth conversion. Table with bottle stowage and dust tray. Numerous lockers. Holly and Teak flooring. Reading and overhead lights with switch by hatchway. Wet locker.

NAVIGATION AREA Table with chart stowage and separate seat. Provision for books and instruments. White/red night light. Opening window. Chart light.

GALLEY Refrigerated drained ice box. 2 stainless steel sinks with hot and cold water supply. Rubbish bin. Gimballed 2 burner cooker with oven and grill. Adequate stowage. Opening window. Marble style work surface with teak fiddle. Chopping board.

AFT HEADS Marine WC. Handbasin. Hot and cold water. Shower. Opening port to bridge deck.

AFT CABIN Double berth with wrap around settee. Hanging locker and opening port to bridge deck. Reading lights. Carpets.

WESTERLY TYPHOON 37

SEPTEMBER 1990

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.

CODE	£	CODE	£	CODE	£
HULL		CLUB PACKAGE		CTN331	
CTN601	90	CTN140	1434	CTN332	98
DECK FITTINGS		CTN141	1482	CTN333	105
CTN200	32	CTN142	719	CTN334	105
CTN201	113	CTN143	570	CTN340	210
CTN202	34	CTN144	140	CTN341	465
CTN204	26	CTN146	116	CTN342	271
CTN205	52	CTN147	30		49
CTN206	199	NAVIGATIONAL EQUIPMENT		CABIN CUSHIONS	
CTN207	552	CTN500	170	Standard Fabrics	
CTN208	44	CTN501	560	CTN370	OPT
CTN212	OPT	CTN502	2408	CTN371	OPT
CTN218	108	CTN560	312	CTN372	OPT
CTN219	52	CTN561	312	Premium Fabrics	
CTN221	187	CTN562	492	CTN373	366
CTN222	35	CTN563	244	CTN374	569
CTN223	OPT	CTN564	270	ENGINE	
CTN224	395	CTN593	580	CTN400	75
CTN225	692	CABIN FITTINGS		CTN401	142
CTN226	508	CTN301	657	CTN402	82
SAILS AND RIGGING		CTN302	353	CTN403	397
CTN100	1170	CTN303	522	CTN404	1859
CTN103	120	CTN304	457	CTN405	64
CTN104	1684	CTN305	101	CTN406	60
CTN106	350	CTN306	130	GENERAL	
CTN108	1090	CTN307	310	CTN800	961
CTN109	297	CTN308	114	CTN801	420
CTN110	310	CTN309	34	CTN802	503
CTN111	199	CTN310	295	CTN803	55
CTN113	26	CTN311	630	CTN804	121
CTN114	140	CTN312	1536	CTN805	68
CTN116	190	CTN313	155	CTN806	135
CTN117	145	CTN314	121	CTN807	283
CTN118	52	CTN315	136	CTN808	62
CTN119	68	CTN316	54	CTN809	160
CTN120	105	CTN317	236	CTN811	98
CTN123	23	CTN318	77	CTN812	POA
CTN130	1155	CTN319	84	CTN813	70
CTN131	1039	CTN320	87		
CTN132	964	CTN321	77		
CTN133	178	CTN330	72		
CTN134	384				
CTN135	41				

This price list supersedes all previous lists

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 boat 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.

OPTIONAL EXTRAS

HULL

CTN601 ☐ Waterline stripe – BLUE

Use of an etch primer will invalidate hull warranty

DECK FITTINGS

CTN212 ☐ Deck paint – GREY/WHITE

CTN221 ☐ Boarding ladder and steps

CTN201 ☐ Dodgers – BLUE

CTN202 ☐ Name on dodgers

CTN226 ☐ Folding sprayhood

CTN206 ☐ Cockpit cushions (state colour – BLUE, RED, GOLD, WHITE)

CTN200 ☐ Lifelines – PVC COVERED in lieu of standard

CTN218 ☐ Jackstay lifelines on side decks

CTN225 ☐ Electric windlass (in lieu of standard)

CTN204 ☐ Extra 5/16" chain – 5 FATHOMS

CTN205 ☐ Extra 5/16" chain – 10 FATHOMS

CTN208 ☐ 12V socket in cockpit

CTN223 ☐ Tiller (in lieu of wheel)

CTN224 ☐ Teak grating

CTN207 ☐ Teak cockpit seats

CTN222 ☐ Winch handle pockets (2)

CTN219 ☐ Extra 6lb gas bottle

SAILS AND RIGGING

CTN104 ☐ Rotostay reefkit incl. demountable drum and furling radial cut No. 2 genoa with foam luff (in lieu of standard)

CTN120 ☐ Rod kicker

CTN114 ☐ Tri-colour and white masthead light

CTN106 ☐ Storm jib

CTN100 ☐ Fully battened main with lazyjacks in lieu of std main

CTN108 ☐ Tri-radial spinnaker (100%) 0.75 oz

CTN130 ☐ Tri-radial spinnaker (100%) 1.50 oz

CTN131 ☐ Tri-radial spinnaker (80%) 1.50 oz

CTN110 ☐ Spinnaker pole and deck stowage

CTN109 ☐ Spinnaker gear

TOTAL

B'FWD

C'FWD

CTN132 ☐ Cruising chute

CTN133 ☐ Cruising chute gear

CTN134 ☐ Snuffer for spinnaker or cruising chute

CTN103 ☐ Second genoa halyard

CTN135 ☐ Wire to rope main and genoa halyards

CTN113 ☐ Signal halyards

CTN111 ☐ Mainsail cover – BLUE

CTN118 ☐ Nylon shroud rollers

CTN119 ☐ Rigging screw covers

CTN117 ☐ Visiball radar reflector

CTN123 ☐ RYA sail number – EACH SAIL

CTN116 ☐ Insulated backstay

CLUB PACKAGE

CTN140 ☐ High Tech radial cut main (dual weight)

CTN141 ☐ High Tech Mylar No. 1 genoa (150%)

CTN142 ☐ No. 3 genoa (101%)

CTN143 ☐ No. 4 genoa (70%)

CTN144 ☐ Adjustable backstay (NB: The running part requires annual replacement)

CTN146 ☐ Sheet cars for coachroof tracks

CTN147 ☐ Replacement running part of adjustable backstay

NAVIGATIONAL EQUIPMENT

CTN560 ☐ Nautech ST50 sounder

CTN561 ☐ Nautech ST50 log

CTN562 ☐ Nautech ST50 windspeed/direction main

CTN564 ☐ Nautech windspeed/direction repeater

CTN563 ☐ Nautech multifunction repeater at chart table

CTN593 ☐ Navstar 2000D (complete installation)

CTN501 ☐ Autohelm 4000 for wheel steering

CTN502 ☐ Autohelm 7000 for wheel or tiller steering

CTN500 ☐ V-Tronix combined VHF aerial and Hawk indicator at masthead incl. co-ax to chart table, deck plugs and 12V supply.

TOTAL

B'FWD

C'FWD

CABIN FITTINGS

- CTN314 ☐ Hatch in fwd cabin over vanitory unit
- CTN317 ☐ Extra saloon hatch aft of mast
- CTN313 ☐ Additional manual bilge pump
- CTN310 ☐ Holding tank for aft heads
- CTN330 ☐ Lee cloths in forecabin
- CTN331 ☐ Lee cloths in aft cabin
- CTN301 ☐ 240V/20 a/h shore supply with ring main with 5 outlets – ONE PER CABIN, TWO AT GALLEY
- CTN303 ☐ 110V/20 a/h shore supply with ring main with 5 outlets – ONE PER CABIN, TWO AT GALLEY
- CTN306 ☐ 110V immersion heater
- CTN305 ☐ 240V immersion heater
- CTN304 ☐ 110V battery charger
- CTN302 ☐ 240V battery charger
- CTN307 ☐ Additional 3rd battery
- CTN309 ☐ Additional dry powder fire extinguisher
- CTN342 ☐ Additional aft cabin light
- CTN334 ☐ Infill for double berth conversion in forecabin
- CTN311 ☐ Coded ignition lock system
- CTN341 ☐ Additional 8 circuit switch panel
- CTN308 ☐ Seawater pump to galley
- CTN333 ☐ 12V/240V transhave in aft heads
- CTN332 ☐ 12V/240V transhave in fwd heads
- CTN312 ☐ Diesel central heating with one outlet per cabin
- CTN315 ☐ Opening window – AFT CABIN TO COCKPIT SIDE
- CTN316 ☐ Fly screens for opening windows on bridge deck
- CTN318 ☐ Roller blind for saloon hatch forward of mast
- CTN319 ☐ Roller blind for fwd cabin hatch
- CTN320 ☐ Roller blind for main saloon hatch
- CTN321 ☐ Roller blind for extra hatch aft of mast
- CTN340 ☐ Starboard additional navigator's berth

TOTAL

B'FWD

C'FWD

CABIN CUSHIONS

Standard Fabrics

- CTN370 ☐ Atlantic Blue
- CTN371 ☐ Eucalyptus
- CTN372 ☐ Burnt Rose

Premium Fabrics

- CTN374 ☐ Nuoro Gold, Nuoro Silver, Galveston
- CTN373 ☐ Oliveto, Abano, Altoga, Uranus

ENGINE

- CTN400 ☐ Fuel filter/water separator
- CTN401 ☐ Engine spares kit
- CTN402 ☐ Engine hour meter
- CTN403 ☐ Stripper propeller protector – 2 BLADED
- CTN404 ☐ 43 hp Turbo (in lieu of standard)
- CTN405 ☐ 36" leather covered steering wheel (in lieu of std)
- CTN406 ☐ 48" steering wheel (in lieu of standard 36")

GENERAL

- CTN800 ☐ Cradle
- CTN801 ☐ DTI registration
- CTN802 ☐ Delivery to Gosport incl. launch and commissioning
- CTN803 ☐ Export documentation
- CTN804 ☐ Winterise engine including a full tank of diesel
- CTN805 ☐ De-winterise engine
- CTN806 ☐ Shrink wrap (not suitable for road transportation)
- CTN807 ☐ Netting for transportation
- CTN808 ☐ French homologation
- CTN809 ☐ German specification
- CTN811 ☐ Name on stern (mandatory for registered boats)
- CTN812 ☐ Delivery other than Gosport
- CTN813 ☐ Boat lift to own transport

TOTAL

B'FWD

C'FWD

TERMS AND CONDITIONS OF SALE

(Any variation or addition to these terms must be given in writing)

1. PRELIMINARY

- In these conditions of Sale the "Company" shall mean WESTERLY YACHTS LIMITED.
- 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").
- "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

- 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").
- 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.
- 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.
- 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.
- 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

- 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 by 100% if such change is after the completion of the work in hull stage.
- 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:-

- VAT or any other sales taxes;
 - Insurance;
 - The cost of unloading, effecting delivery and commissioning in accordance with the terms hereof; and
 - 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

- 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.
- Failure by the Purchaser to pay in accordance with the provisions of this condition shall entitle the Company, without prejudice to its rights to damages to suspend any outstanding work or deliveries or to cancel the Contract.
- In addition to the Company's rights under sub-condition (b) the Company shall be entitled to charge interest on any amounts outstanding (both before and after judgement) at rate of 3 per cent above the Barclays Bank base rate for the time being in force.
- 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:
 - In favour of the Company;
 - Consistent with the provisions of these terms and conditions;
 - In sufficient amounts and for the period necessary to meet with all payment obligations hereunder;
 - Irrevocable, transferable and divisible; and
 - 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

- The risk in the Products passes to the Purchaser on delivery.
- 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.
- Where delivery is to take place other than at the Company's works then:
 - 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.
 - If the Company is commissioning the Product then delivery shall actually occur (and risk shall therefore pass) when the commissioning is complete.
- 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.
- 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.
- 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.
- 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:-

- The Company shall retain property in the Products.
- 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 to 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 Products 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.
- 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.
- 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.
- The events hereinbefore referred to are:-
 - Any notice that a Receiver or manager is to be or has been appointed;
 - (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);
 - A decision by the Purchaser that it intends to make an arrangement with its creditors;
 - 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 regulations, 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

- The Purchaser shall have no claim for defects apparent on visual inspection unless:
 - The Purchaser inspects the Products within three working days of delivery; and
 - A written complaint is made to the Company within fourteen days of delivery (specifying the shortage or defect); and
 - The Company is given an opportunity to inspect the Products and investigate any complaint before any use is made of the Products;

- In International Sales, where delivery is to be made in the UK inspection and claims must be made whilst the Product is in the UK to allow the Company to inspect the Product which is the subject of complaint in the UK and the Purchaser must, if necessary, appoint an agent to carry out such inspection on his behalf.
- If a complaint is not made to the Company as herein provided then the Products shall be deemed to be in all respects in accordance with the Contract and the Purchaser shall be bound to pay for the same accordingly.

10. DEFECTS NOT APPARENT ON INSPECTION

- The Purchaser shall have no claim in respect of defects not apparent on visual inspection at the time of delivery unless:
 - 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
 - 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.
- The Purchaser shall not be entitled to any claim in respect of any repairs or alterations undertaken by the Purchaser without the Prior specific written consent of the Company nor in respect of any defect arising by reason of fair wear or damage due to misuse.
- 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.
- 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

- 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.
- Products incorporating the defective parts (or the parts themselves if they can be detached from the Product without damaging it) must at the Company's option be returned to its works. The Company shall refund the cost of carriage on such returned Products or parts and the repaired or new parts will be delivered by the Company. Where Products are repaired or replaced under this Condition they will be considered as having been delivered at the same time as the original products.
- 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 in the Company's intended objective in responding to complaints to keep its Purchasers sailing in safety.
- 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.
- 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.
- 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:

- Death or personal injury arising from its negligence; and
 - 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

- 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.
- 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 of convenience of reference only and shall not affect the interpretation of any term or condition hereof.

23. CUMULATIVE OF REMEDIES

All remedies available to either party for breach of the 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.