

WESTERLY YACHTS LIMITED
47 Aston Road, Waterloooville, Portsmouth, PO7 7XJ, Hampshire
Telephone: Waterloooville (0750) 254511 Telex 86328

WESTERLY SEAHAWK 34'

JANUARY 1985

THE STANDARD SPECIFICATION COMPRISES:

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

DECK FITTINGS: 30" Stanchions with twin stainless steel lifelines. Sliding jib sheets leads with turning blocks. Spinnaker gear (excluding winches and poles). Stainless steel bow and stern rails. Twin bow rollers. Anchor well with stowage for supplied 35 lb plough anchor, together with 15 fathoms 5/16" chain. 2 Foredeck cleats and two stern cleats. 2 spring cleats. Stainless steel stay and shroud plates. Ensign staff socket. Teak coach roof handrails. Life raft stowage locker. Separate drained gas locker with provision for two 10 lb Calor gas bottles, (one supplied). Four fenders. Two 40" mooring lines. Wheel steering with emergency tiller. Navigation and steaming lights. Non slip painted deck. Manual bilge pump. Binnacle compass. Two Foresheet winches. Two halyard winches. Two winch halyards.

CABIN FITTINGS: Fore cabin - 2 berths with infill. Deck hatch. Hanging locker and vanitory unit. **Heads:** Moulded washbasin. Shower with shower rail and hot & cold water supply from 65 gallon stainless steel tank. Marine W.C. Ventilator. Soap holder, toilet paper holder and towel rail. **Saloon:** Ash bulkheads with teak trim. Single berth (port). Settee berth converting to double (starboard). Centreline table with dropleaves. Teak strip decking. Ash deckhead panels. **Chart Table** with seat & chart stowage, under deck top, instrument space and bookshelf. **Galley** with ceramic tiled worktop and twin stainless steel sinks with hot & cold pressurised supply with foot pump back up. Cooker with 2 burners, oven and grill in gimbals. Stowage for pans, cutlery, crockery and provisions. 12v front opening fridge. Rubbish bin. **Aft Cabin:** Double berth (starboard). Sofa type seating & vanitory unit with washbasin and hot & cold pressurised supply. Deck hatch, portlight into cockpit. Marine grade carpet. **Cushions:** 4" berth cushions 2" seatbacks in a choice of materials.

ENGINE: Volvo 2003, 28 hp 3 cylinder diesel in sound deadened engine compartment. Flexible mountings, 50 amp alternator. 2 bladed propellor. Water cooled exhaust. Hand start facility, conrol panel, 2 x 102 amp hr. batteries. Electric start. Engine controls on steering pedestal. 35 gall. fuel tank.

HULL: White Hull. Blue moulded trim line. Cove line. Alloy framed windows. Blue antifouling. Teak rubbing strake. Bronze seacocks and underwater skin fittings. Self draining cockpit. Cathodic protection. LLOYD'S HULL CONSTRUCTION CERTIFICATE.

TERMS OF BUSINESS

1. A £500 deposit reserves a boat at the current price. This payment is made subject to contract.
2. One half of the total price, less the initial £500 deposit payable on signature of the contract. On receipt of the signed Contract a delivery date will be confirmed
3. The balance outstanding is payable 10 days before completion of the boat at the factory.
4. For other conditions see our standard terms and conditions of sale overleaf.

WESTERLY SEAHAWK 34' CONTRACT AND ORDER FORM

ALLOCATED SAIL NUMBER

ORDERING NOTES

- 1) The standard specification and inventory as described may vary in accordance with availability of components and production methods at the time of manufacture.
- 2) You will be notified when your boat has commenced build if after this date you require to change your specification we will endeavour to meet your requirements, you will however be asked to contribute to costs incurred as a result of production disruption. Delivery dates may change as a result of such requirements.
- 3) We are unable to fit Customer supplied equipment, except for instrument skin fittings. In such cases goods must be supplied with fitting instructions before contract freeze date or they will not be fitted. No warranty is implied or given as to the serviceability of such items.

Specification Date: 1ST JANUARY 1985

SAIL AND RIGGINGCSK1 Standard Equipment

[]

Mainsail and No.1 jib. Silver anodised
mast and boom. Stainless steel standing
rigging. Terylene running rigging. Main
and jib halyards led aft. Topping lift.
Burgee halyard. Slab reefing with lines
led aft. Combined Deck and Steaming light

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
STD	CSK126		Mainsail
610	CSK11		NO. 1 genoa
484	CSK12		NO. 2 genoa
STD	CSK13		NO. 1 jib
317	CSK127		NO. 2 jib
424	CSK14		Cruising Chute
156	CSK122		Cruising Chute gear, sheet block halyard adjustable tack downhaul
495	CSK16		Spinnaker radial head
208	CSK15		Spinnaker gear, sheet block halyard, topping lift and downhaul
427	CSK17		Spinnaker boom with mast stowage only
127	CSK121		Spinnaker boom only supplied loose on board
1290	CSK128		Rotostay reefkit with special No 1 genoa with sun cover in lieu of standard No 1 Jib (control line winch available - SEE PAGE 7)
113	CSK18		Acrylic mainsail cover - Blue
113	CSK19		- Beige
28	CSK113		Wire to rope halyards main & jib
12	CSK114		Signal halyards (2)
99	CSK118		Masthead tri-colour light + white light
STD	CSK120		Deck light
135	CSK129		Insulated Backstay, 2 insulators
121	CSK130		Backstay adjuster - Wheel type
113	CSK123		Firdel Blipper radar reflector on mast
36	CSK124		Nylon shroud rollers
48	CSK125		Rigging screw covers
PAGE TOTAL			
BROUGHT FORWARD			
RUNNING TOTAL			

DECK FITTINGSSTANDARD EQUIPMENT

CSK2 30" Stanchions with twin stainless steel life lines. Sliding jib sheets leads with turning blocks. Spinnaker gear (excluding winches and poles, see below). Stainless steel bow and split stern rails. Twin bow rollers. Anchor well with stowage for supplied 35 lb plough anchor, together with 15 fathoms 5/16" chain. 2 Foredeck cleats and two stern cleats and 2 spring cleats. Stainless steel stay and shroud plates. Ensign staff socket. Teak coach roof handrails. Life raft stowage locker. Separate drained gas locker with provision for two 10 lb Calor gas bottles, (one supplied). Four fenders. Two 40" mooring lines. Wheel steering with emergency tiller. Navigation and steaming lights. Non slip painted deck (see below for colour options). Manual bilge pump. Two foresheet winches and two halyard winches. Two winch handles. []

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
STD	CSK21		Lifelines - Stainless steel
18	CSK22		- PVC covered
316	CSK234		Life line gates port and starboard
			spring cleats resighted.
79	CSK25		Acrylic Dodgers - Blue
79	CSK26		- Beige
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DECK FITTINGS CONTINUED/.....

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
POA	CSK27		Name on Dodgers in White (@ £1.50 per letter)
STD	CSK271		35lb Plough anchor with 15 fathoms calibrated chain
30	CSK29		Extra 5/16" Anchor chain - 5 fathoms
60	CSK210		- 10 fathoms
90	CSK211		- 15 fathoms
47	CSK213		Cockpit cushions - Blue PVC
47	CSK214		- Gold PVC
47	CSK215		- Red PVC
47	CSK212		- White PVC
346	CSK230		Teak seats in cockpit
205	CSK231		Teak Cockpit grating
26	CSK216		Power socket in cockpit (12v) - One
52	CSK217		- Two
39	CSK219		Extra deck ventilator - Saloon
39	CSK280		Extra deck ventilator - Forecabin
24	CSK221		Winch handle pockets (2) in cockpit
167	CSK222		Stainless steel folding swimming ladder
330	CSK223		Anchor windlass - SL Hy-speed manual
597	CSK224		- SL Seawolf electric with foot switch
670	CSK282		- SL Seawolf electric with foot and remote switches
39	CSK225		Outboard stowage bracket on stern rail
STD	CSK228		Std Bow Rail
32	CSK229		Split bow rail
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DECK FITTINGS CONTINUED/.....

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
21	CSK232		Additional cleats - Please specify, position and size (6", 8", 12") on scale deck plan. Price each.
15	CSK233		Additional 6" fairleads - Please specify position on scale deck plan. Price each.
STD	CSK261		Deck Paint - BLUE
OPT	CSK262		- STONE
OPT	CSK263		- FAWN
STD	CSK264		Cockpit treadmaster - BLUE
OPT	CSK265		- BEIGE
501	CSK268		Polycarbonate Windscreen
860	CSK269		Acrylic Sprayhood and polycarbonate windscreen - BLUE
359	CSK271		Acrylic Sprayhood only - BLUE
359	CSK281		- BEIGE
1120	CSK271		Treadmaster on deck - BLUE
1120	CSK272		- BEIGE
69	CSK273		Jackstay lifelines on sidedecks
STD	CSK280		Calor gas system including 10 lb gas bottle
OPT	CSK276		Camping gas bottle system including 6 lb gaz bottle in lieu of standard
23	CSK277		Extra 6 lb camping gaz bottle
30	CSK278		Extra 10 lb Calor gas bottle
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WINCHES

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
STD	CSK237		<u>Halyard winches:</u> , 2 x Barlow 19c or equivalent - Two speed 6.6:1 16:1 - Halyard winches
266	CSK238		2 x Barlow 24CST or equivalent - Two speed self tailing 6.6:1 16:1 in lieu of standard halyard winches
STD	CSK245		<u>Foresheet:</u> , 2 x Barlow 25c or equivalent - Two speed 6.7:1 40:1 - Foresheet winches
160	CSK246		2 x Barlow 25CST or equivalent - Two speed self tail 6.7:1 40:1 in lieu of standard foresheet winches
224	CSK250		<u>Spinnaker winches:</u> , 2 x Barlow 19c or equivalent - Two speed 6.6:1 16:1 - spinnaker winches
490	CSK251		2 x Barlow 24CST or equivalent - Two speed self tail 6.6:1 16:1 in lieu of standard spinnaker winches
96	CSK		One Barlow 20c or equivalent winch for rotostay reefing. Fitted at spinnaker winch position port side. May not be required if spinnaker winch option specified
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CABIN FITTINGS

CSK3 Fore cabin - 2 berths with infill. []

Saloon - 1 single, 1 double with conversion. Aft cabin - 1 double berth.

Lights in forward cabin , heads, main saloon, over chart table, galley, aft cabin, sail locker and engine compartment. Central circuit breaker and main switch panel. Upholstery 4" berth cushions with 2" backs. Ash faced ply head liner panels in main saloon, foam backed PVC elsewhere. Teak striped floors in main saloon, marine carpet in forward and aft cabins.

Chart table with chart stowage, provision for additional instruments. Fixed saloon table. Galley Cooker (options see below). Crockery, cutlery and dry provision stowage with easy access wire pull out. Pan stowage. Electric fridge. Twin stainless steel sinks with rubbish bin under, Pressurized hot and cold water supply. Tiled work surfaces

Stainless steel 65 gallon tank. Aft cabin handbasin with hot and cold pressurized water supply.

Hanging locker 500 x 500 opening hatch. Port light into cockpit. Forward cabin - Hanging locker 500 x 500 hatch. Heads - GRP washbasin, soap, toilet paper and towel holder. Shower with shower rail.

Hot and Cold pressurized water to taps and shower. Lavac marine toilet. Deck vent. One fire extinguisher.

CABIN FITTINGS CONTINUED/.....

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
STD	CSK31		Hot and cold pressurised water to all taps plus shower
21	CSK32		Additional fitted fire extinguisher
262	CSK34		240v Shore supply with ring main 20 amp only with 3 sockets one in each cabin
415	CSK35		240v Marine Battery charger, 20 amp only for above
421	CSK36		110v Shore supply with ring main 3 sockets one in each cabin
415	CSK37		110v Battery charger for above, 20 amp only
56	CSK38		240v Immersion heater for Shore power option
56	CSK39		110v Immersion heater for Shore power option
115	CSK310		Additional 8 way circuit breaker panel at chart table
89	CSK311		Seawater pump to galley
509	CSK313		W.C. Holding tanks
63	CSK347		Lee cloths - FWD cabin (2)
98	CSK348		- Main saloon Port/ Starboard (2)
49	CSK349		- Aft Cabin (1)
988	CSK315		Diesel fired central heating system with 3 outlets, one per cabin
POA	CSK317		Additional water tank.
220	CSK318		Additional third battery with changeover switch
49	CSK319		12v/240v Trans shave in heads
49	CSK320		- aft cabin
220	CSK321		Optimus 3 burner cooker and oven (no grill) in lieu of standard
STD	CSK322		Vanessa cooker with grill and two burners/oven.
STD	CSK350		12V/240V front opening fridge
OPT.	CSK351		Insulated ice box drained
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CABIN FITTINGS CONTINUED/.....

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
85	CSK323		Additional bilge pump - Electrical
110	CSK324		- Manual
198	CSK325		Opening windows in lieu of standard
			- Main saloon port & Starboard (4 off)
68	CSK326		- Fly screens for above
99	CSK327		Opening windows - Aft cabin port & starboard (2 off)
34	CSK328		- Fly screens for above
48	CSK330		Opening windows - Aft cabin to cockpit (1 off)
14	CSK331		- Fly screens for above
160	CSK332		Extra saloon hatch over table (320 x 450)
58	CSK329		Opening hatch in heads in lieu of standard vent. 200 x 200
30	CSK312		Fly screen for above
52	CSK337		Rollers blinds - Forward hatch
65	CSK338		- Main hatch in saloon
49	CSK339		- Extra hatch in saloon
52	CSK340		- Aft cabin hatch
POA	CSK346		Additional 12" teak grab handle. Please supply a scale dimension drawing.

CUSHION COLOUR OPTIONS


STD	CSK341		Westerly Sunset Scarlet
OPT	CSK342		Westerly Ocean Blue
OPT	CSK343		Westerly Oatmeal
78	CSK344		Curtain track in Main saloon and aft cabin
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ENGINE

STD CSK5 Volvo 2003, 28 hp 3 cylinder diesel in sound deadened engine compartment. Flexible mountings, 50 amp alternator. 2 bladed propeller. Water cooled exhaust. Hand start facility, control panel 2 x 102 amp hr. batteries. Electric start. Engine controls on steering pedestal. 35 gall. fuel tank. []


OPTIONS FOR VOLVO

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
63	CSK52		Volvo Engine Hour Meter
54	CSK53		Battery state indicator

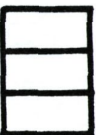
ALTERNATIVE ENGINE OPTIONS

920	CSK520		Bukh DMV36ME 36hp 3 cylinder diesel engine. All other specifications as per Volvo above.
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OPTIONS FOR BUKH

220	CSK524		Additional Bukh deluxe engine panel - Rev counter, oil and Temp Guages.
54	CSK522		Battery State indicator
63	CSK523		Engine hour meter
99	CSK524		Bukh Rev Counter

GENERAL ENGINE OPTIONS

STD	CSK550		2 Bladed Propeller - Volvo
POA	CSK553		3 Bladed Propellor - Bukh
46	CSK552		Fuel/water filter in fuel line

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

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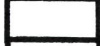






HULL

CSK6 White hull with blue moulded trim line. []
 Cove line. Alloy framed windows. Blue
 antifouling. Teak rubbing strake.
 Bronze seacocks and underwater skin fittings.
 Self draining cockpit. Cathodic protection.
 Lloyd's Hull Construction Certificate.

KEELS

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
STD	CSK614		Fin keel
695	CSK615		Twin keel

OPTIONS

POA	CSK61		Customer supplied skin fittings - Please specify on seperate sheet.
STD	CSK66		Blue Trim Line
195	CSK62		Alternative Painted trim line*
STD	CSK67		Blue Antifouling
105	CSK63		Alternavtive Antifouling*.....
STD	CSK68		Blue Waterline Stripe
65	CSK64		Alternative Waterline Stripe*
STD	CSK69		Blue Boot Top
65	CSK65		Alternative Boot Top*

* State International Yacht paints colour code

NB. The use of etch primer in any paint programme will
 invalidate the Hull Warranty.

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NAVIGATIONAL EQUIPMENT

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
190	CSK51		Mechanical Sumlog speed and distance indicator mounted in cockpit
456	CSK58		Seavoice RT550 VHF radio with aerial
39	CSK536		Wiring only for radio and aerial incl. through deck plugs. Tails at chart table with 12v. supply
95	CSK537		VHF aerial and co-ax. cable and deck plugs to chart table incl. 12v. supply leads
99	CSK538		Vitronics combined VHF aerial and Hawk indicator fitted at masthead incl. co-ax. to chart table and deck plugs
1298	CSK539		Autohelm 5000 Auto plot

MARINER EQUIPMENT

198	CSK53		Mariner 8 analogue echo sounder
240	CSK54		Mariner 8 analogue and log plus speed indicator and resetable log and read out
403	CSK55		Mariner Micro 3 digital depth log and analogue speed display
797	CSK56		Mariner Micro 5 digital speed, log, depth windspeed and analogue 360 degree direction
358	CSK57		Mariner Micro 5 repeter for use with Micro 5 system

SEAFARER EQUIPMENT

135	CSK52		Seafarer 5 echo sounder at chart table
116	CSK532		Seafarer 5 echo sounder repeater in cockpit
144	CSK524		Simplex depth sounder - FEET
62	CSK530		Simplex depth sounder, repeater - FEET
144	CSK531		Simplex depth sounder - METERS
62	CSK533		Simplex depth sounder repeater - METERS
179	CSK534		Simplex log
62	CSK535		Simplex log repeater

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NAVIGATIONAL EQUIPMENT CONTD/.....

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
<u>STOWE EQUIPMENT</u>			
248	CSK518		Navsounder
380	CSK519		Navsounder and repeater
265	CSK520		Navigator II
98	CSK521		Analogue wind speed option
102	CSK522		Analogue wind speed repeater
304	CSK523		Analogue windspeed/direction opt.
393	CSK524		Wind monitor system option
88	CSK525		Analogue water speed option
88	CSK526		Analogue water speed repeater opt.
32	CSK527		Non restetable miles counter opt.
<u>BROOKES & GATEHOUSE EQUIPMENT</u>			
649	CSK511		Hunter
1037	CSK512		Hunter with repeater for speed & depth - Analogue
1097	CSK513		- Digital
1534	CSK514		Hornet 4 with analogue repeater
1584	CSK515		Hornet 4 with digital repeater
735	CSK516		Hecta depth monitor with alarm - Analogue repeater
765	CSK517		Hecta depth monitor with alarm - Digital repeater
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GENERAL

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
615	SK74		Cradle
280	SK75		DTI Registration
325	SK76		Delivery to Hamble Point including wet or dry launch
30	SK77		Export Documentation
85	SK78		Winterise engine including a full tank of diesel
48	SK79		De winterise engine
88	SK710		Shrink wrap not suitable for transportation
350	SK711		French Homologation
60	SK712		Name painting on Stern..... Mandatory for Registered Boats
POA	SK713		Delivery other than Hamble point or at dealer Address..... Contact Name..... Telephone No..... Customer responsible for hire of Crane
50	SK714		Boat lift to own transport
STD	SK715		Builders Certificate Full Name Occupation
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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:

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VALUATION

Part exchange offer £

WESTERLY OWNERS ASS. INFORMATION

YES	
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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 shall in no way 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, fittings 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.