

# TOTAL BOAT SALES

## Agreement of sale

**Name of Vessel:**

**Length:**

**Description:**

**Hull No.**

**Engine No.**

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### **TOTAL BOAT SALES LTD**

The Outer Harbour, South Beach, Pwllheli, LL53 5AY  
The Agent / Broker authorised to act on the behalf of the Vendor

Vendor's Name and Address:

Purchaser's Full Names, Address:

#### 1. Purchase Price

The Purchaser agrees to purchase the above mentioned Vessel free from any encumbrances subject to the conditions and terms of this Agreement for the sum of £..... (pounds Sterling). Now lying in Pwllheli, together with all her outfit, gear and equipment but not including stores or the Vendor's personal effects or items expressly defined in any attached schedule.

#### 2. Part Payment

On signing this Agreement a part payment of £..... is to be paid to the Broker as a deposit. (Cheques payable to Total Boat Sales Ltd). The balance of the purchase price shall be payable in accordance with clause 6 hereof. (Note: Where payment is made by cheque, draft, letter of credit or other instrument, the terms of this Agreement shall not be deemed to have been fulfilled until such payment is cleared into the payee's account.)

3. Warranties

Before entering into this Agreement the Purchaser has been given proper opportunity to inspect the Vessel its gear and all equipment included within the sale and to satisfy themselves as to its condition, quality, specification and fitness for purpose and been advised to have it surveyed. In choosing to enter into this Agreement the Purchaser expressly and definitively waives all implied warranties or conditions relating to the condition, quality, description and fitness for purpose of the Vessel its gear and equipment, statutory or otherwise, to the fullest extent permitted by law and the Purchaser agrees to buy the Vessel its gear and equipment with all defects and faults of description without any allowance or abatement whatsoever.

4. Survey

The Purchaser may, at a venue to be agreed and at their own cost, haul out or place ashore and or open up the Vessel and her machinery for the purposes of inspection and/or survey which including any written report. If any inspection requires more than superficial non-destructive dismantling the consent of the Vendor must be obtained before such work commences.

5. Completion

The balance of the agreed contract price as herein before stated shall be paid on collection of vessel.

6. Title

Title of the Vessel shall pass to the Purchaser upon clearance of the final payment.

7. Risk

Until completion and delivery of the Vessel to the Purchaser the Vessel shall be at the sole risk of the Vendor. If the Vessel becomes an actual or constructive total loss before completion this Agreement shall terminate and the deposit shall be immediately returned to the Purchaser without interest but without deduction or charge and the Purchaser shall have no claim against the Vendor for damages. Following clearance of the final payment the Vessel shall in all respects be at the risk of the Purchaser.

PLEASE NOTE: All goods remain the property of the vendor unless paid for in full.

Signature of Purchaser/s

Date . . . . .