Recreational craft sales contract

1. Parties

A. Seller of the vessel

Company _____
Name _____
Surname _____
No. identification _____
Street Address _____
Zip code + city _____
Country Afghanistan
Phone number _____
Mobile number _____
Email _____

B. Buyer of the vessel

Company _____
Name _____
Surname _____
No. identification _____
Street Address _____
Zip code + city _____
Country Afghanistan
Phone number _____
Mobile number _____
Email _____

The undersigned: A. seller of the vessel, hereinafter referred to as "seller" and B. buyer of the vessel hereinafter referred to as "buyer" declare to have entered into this purchase agreement in accordance with the following terms and conditions.

2. Purchase and sale

Parties hereby conclude a purchase agreement for a vessel with the associated inventory. The latter is known to the parties and specified on the following list. The latter must be checked and initialled by both parties.

Vessel type Sailing boat [cabin]
Make/model _____
Name _____
Registration number _____
(if present)
Presently registered in _____
(flag state)
Build number _____
(if present)
Weight vessel _____ kg Built in year _____
Length _____ m. Beam _____m.
Tallest Height _____ m. Draught _____m.
(excl. mast height)
Hull made of Fiberglass (GRP)

Details engine 1
Placement ○ Outboard ○ Inboard Power _____kW
Fuel ○ Gasoline ○ Diesel ○ Electric
Make/model _____
Engine number _____

Details engine 2
Placement ○ Outboard ○ Inboard Power _____kW
Fuel ○ Gasoline ○ Diesel ○ Electric
Make/model _____
Engine number _____

Details engine 3
Placement ○ Outboard ○ Inboard Power _____kW
Fuel ○ Gasoline ○ Diesel ○ Electric
Make/model _____
Engine number _____

3. Purchase price and payment

Purchase price shall become due at the time that seller delivers to buyer. Seller provides buyer with a sound proof of payment.

Currency _____

Total purchase price _____
(Incl. accessories and associated inventory)

Amount in words _____

_____

Method of payment ○ Bank transfer to ○ Cash
○ Check ○ Other method _____

Name _____
Acc. nr. _____
BIC _____
Bank _____
City _____

Other agreements _____

_____

4. Inspection agreements

○ The vessel is sold without inspection

○ The vessel has been inspected by

_____

on _____

The inspection report is attached to this purchase agreement

○ The vessel will be inspected on _____

The cost of the inspection shall be borne by

○ Buyer ○ Seller ○ Other _____

If the inspection still has to take place, a conditions precedent may be included. If the inspection shows that there are defects then:

○ Seller will not pay for the repairs and there is no right of annulment.

○ Buyer has the right of annulment if repair costs amount to more than _____
(amount)

○ Otherwise _____

_____

5. Place, time, conditions delivery

Delivery of the vessel, accessories and associated inventory as shown in attached document under points 2 and 8 will take place on:

Date _____ Time _____

City _____

Seller guarantees that the vessel delivered by him is his property and free of charges and restrictions, including VAT duties and import duties.

○ Seller ○ buyer will arrange for the *Certificate of Withdrawal*, if so required.

Until delivery, all costs and damage relating to the vessel are for the account of seller, such as maintenance and repair costs. Seller also bears the risk of the vessel being lost up till delivery.

Buyer can terminate the agreement without recourse to the courts and without costs if the vessel sustains serious damage between the time the agreement is concluded and the delivery.

6. Governing Law and Dispute Resolution

This agreement is governed by _____ law.

Only the _____ court is authorised to take cognizance of disputes. If a disputes authority is competent, the dispute can also be submitted to that authority.

7. Further arrangements

8. Inventory

Radio transmitting equipment

VHF radio	make/model_____	serial no._____
Radar	make/model_____	serial no._____
Radio receiver	make make/model_____	serial no._____
Receiver	_____	
Navigation messages	make/model_____	serial no._____

Navigation equipment

Positioning eq.	make/model_____
Log	make/model_____
Depth sounder	make/model_____
Wind meter	make/model_____
steering engine	make/model_____
Self-steering device	make/model_____
Other	clock_____ barometer_____ hygrometer_____

Sailing inventory

Mooring lines	_____	number	_____	size	_____ m
Fender	_____	number	_____	diameter	_____ m
Lifebuoy	_____	size	_____	m	
Colour pinnaker boom	_____	number	_____		
Model anchor	_____	weight	_____	kg	
Anchor line	_____	number	_____	length	_____ m
Anchor chain	_____	length	_____	m	
Spare line(s)	_____	length	_____	m	

Anchor winch ○ yes ○ no pick hook ○ yes ○ no swimming ladder ○ yes ○ no

Sails

Main sail	_____	number	_____
Jib	_____	number	_____
Storm jib	_____	number	_____
Genoa	_____	number	_____
Halfwinder	_____	number	_____
Spinnaker	_____	number	_____
Other	_____	number	_____
	_____	number	_____

Household inventory

Curtains	O yes	O no	pillows	O yes	O no	kitchenware	O yes	O no
Cutlery	O yes	O no	plates	O yes	O no	glasses	O yes	O no
Beakers	O yes	O no	pans	O yes	O no (see list*)	wall decoration	O yes	O no

Heating make/model _____

Fridge/box make/model _____

Other

Other accessories

Tools for engine O yes O no

Spare parts engine O yes O no

Spare parts other O yes O no

Winter tent O yes O no

Colour sprayhood _____ colour sail cover _____

Water tank number _____ volume in litres _____

Fuel tank number _____ volume in litres _____

Battery number _____ ah _____

Shore power connection _____ number _____

Auxiliary unit _____ number _____

Life raft O yes O no make _____

Latest inspection date _____

Dinghy O yes O no make _____

(Racing) tonnage certificate O yes O no

Other

*List

9. Signed

Thus agreed upon and signed in duplicate: (Please note: buyer and seller sign on **both** agreements an **original** signature)

Date _____

City _____

Signature buyer

_____

Signature seller

_____

After signing, each party shall have one copy

Tips for the buyer

Before signing the contract, check the following:

I. Ownership of the vessel

- To be sure that seller is also the owner of the vessel, he/she may for example submit a purchase invoice from the shipyard or a receipt proving the purchase of the vessel.
- Owners of registered ships are registered in a ship register; registered ships are indelibly marked with a registration mark and a mortgage can be established on it. For the transfer of a registered vessel transfer in the shipping register is required or the registration is deleted and a Certificate of Withdrawal is issued, so the new owner can register the vessel else ware.
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II. Evidence for the tax authorities

Tax authorities may request proof that the tax (VAT) due for the vessel was paid. Therefore, ask for original proof such as the first purchase invoice or a declaration issued by customs for this purpose.

III. Which accessories are included?

Make up the included inventory list together with seller. Attach this list to the contract. This will prevent disagreement if seller, after showing the vessel, does not transfer certain items at delivery. This list must be initialled by both seller and buyer.

IV. With or without a berth?

If seller has a rented fixed berth for the vessel and you would like to take the berth over from seller, have seller provide a written statement from the berth lessor.
He/she must agree to the takeover and preferably also declare that he/she will not require rent over the period already paid in advance by seller. As a rule, the rent is charged to buyer from the moment of delivery.

V. Trial trip and inspection

It is not wise to buy a vessel without being familiar with its sailing properties. It is recommended to make a trial trip before the purchase. It is therefore risky to buy a vessel in the winter storage. An inspection by an expert is just as important as a trial trip is. This way you can learn more about the condition of the vessel. Certain serious defects such as osmosis are often difficult to identify by yourself. As a buyer you also have an obligation to inspect; a buyer who does not comply with this obligation cannot address the seller for defects. An expert can also give you an indication of the value of the vessel. Of course you need seller's permission for the inspection; the best way to arrange this is that you make an appointment for the inspection in consultation with seller. State the agreements made in this purchase agreement under point 4 of the purchase contract.

VI. Who is the seller?

For selling a vessel some requirements must be met.
In the first place, you must be the owner. Only then you are allowed to sell something. So when buying a vessel, make sure you are facing the actual owner. When buying from a private party, you will not be protected if the vessel appears to be stolen. The previous owner can then reclaim the vessel.

This is also the case when seller turns out to be a minor, he/she is not allowed by law to conclude a purchase with you without the consent of his/her parents. In such a situation, you should have the parents co-sign the agreement. If you do not do this, the parents can cancel the purchase.

Parties can ask each other for their passports in order to check the personal details entered in this contract. In case of incorrect details, you run the risk that you will not be able to find the other party anymore if you encounter problems after signing.

Tips for the seller

Before signing the contract, check the following:

I. The obligation of seller to provide information to buyer

In principle, seller is obliged to let buyer know any known important facts or circumstances concerning the vessel. If important details are not communicated, this may cause problems later on, especially if buyer explicitly asked for those details.

II. Making promises

If you explicitly guarantee a specific property of the vessel, but afterwards that property turns out to be missing, buyer can require dissolution of the agreement in many cases. If you cannot or do not wish to make any promises about the vessel, then you should clearly state this.

III. Trial trip and having the vessel inspected

Join a trial trip, especially if your vessel is insured against civil liability only, because it is not without risk to let a stranger navigate your vessel on his/her own.
You can have the vessel inspected by an expert. It is easier for a potential buyer to make a decision based on an expert's report.

IV. Taking over a berth

Do you have a rented fixed berth for the vessel and buyer wishes to take over the rent, you need the permission of the berth lessor. Request a written confirmation of the berth lessor showing that he/she agrees with the buyer as the new lessee of the berth and that he/she will not

require a new lease from buyer for the period you paid in advance. For only then the buyer will be prepared to offset this prepaid rent with you.

V. How to pay

There will often be "equal crossings" when paying: seller delivers the vessel and at the same time buyer pays him/her the purchase price. It is conceivable that in certain cases you require a prepayment of a part of the purchase price. In turn, buyer can demand that you provide security for what he/she has already paid to you. For example, this can be done by means of a bank guarantee. The associated costs can be shared. Payment afterwards, after delivery, may cause problems.

VI. Insurance

Make sure that your vessel is insured until the moment of delivery to buyer. Up to the moment of delivery, any damage is for your risk.

VII. Who is the buyer?

Parties can ask each other for their passports in order to check the personal details entered in this contract. In case of incorrect details you run the risk that you will not be able to find the other party anymore if you encounter problems after signing. You can also require an address confirmation. For example, the current address is specified on a membership card or a bank statement.

You must also check whether the other party is a minor, as a minor is legally not allowed to make such purchases. He/she needs the permission of his/her parents to do so. Therefore, have the parents of a minor buyer always co-sign the agreement. If you do not do this, the parents can cancel the purchase.