

## Terms of Business

### Company Terms and Conditions of Trading

#### – Weathermark Sailboats

As amended 29th January 2017

All orders accepted by Weathermark Sailboats. (the Company) are subject to the following terms and conditions, unless expressly varied for a specific contract by the company in writing. The company reserves the right to change the terms and conditions at any time, although any orders in progress shall be governed by the terms prevailing at the start of the contract. UK law shall govern any contract that the company may enter into.

### Warranty

1. The Company takes efforts to use only the best materials and care is taken to ensure a high degree of workmanship in the manufacture of your racing dinghy. The company manufactures by hand to individual order class racing dinghies, which, by their nature, can be fragile to certain types of load and being hand made, are not identical. The company will, at it's own discretion, repair or replace, free of charge, any part of it's own manufacture which can be shown to be defective in workmanship or materials within 12 months of the original purchase. This is provided that the part or boat is returned carriage paid to the company works address, and that it has not failed or become damaged as a result of misuse, overloading, lack of maintenance or neglect, or fair tear and wear.

2. The company limits it's liability strictly to the above terms, and expressly excludes any consequential loss or damage resulting there from. If the goods are not of the company's own manufacture, the company's liability is limited strictly to that required by the Sale of Goods Act 1979, although we undertake to pursue the customers full legal rights with the company concerned

3. The company cannot accept any liability arising from the transportation of its products, other than whilst the product is directly in it's own care. This particularly applies to the trailing of boats or their equipment. The company builds racing sailing boats to class rules, which are solely designed to achieve race-winning performances on the water. The means of securing the boat, and the choice of trailer, tow vehicle, driving style and the conditions of the roads upon which it might be trailed are all beyond the control of the company, therefore it will be unable to accept any liability for damage caused either directly or indirectly whilst trailing.

4. Other than for the purpose of "class racing", there is no express or implied warranty, either statutory or otherwise, as to the fitness of purpose of the goods manufactured or supplied by the company.

### Liability

5. We shall not be liable for any loss or damage caused by events or circumstances beyond our reasonable control. (Such as extreme weather conditions, the actions of third parties not employed by us, or latent defects.); This includes loss or damages to vessels, gear, equipment, or other goods left with us for repair or storage, and harm to persons entering the premises and/or using the

facilities or equipment; Customers should ensure that their own insurance covers such risks.

6. Customers may themselves be liable for any loss or damages caused by them, their crew or their vessels or property. Any vessel, gear, equipment or other goods are left with us at the customer's own risk; The customer should maintain adequate insurance which should include third party liability cover of at least £1 000 000.

#### Delivery

7. All boats are handmade to order so any delivery date is given in good faith and is not an essential part of the contract. The company shall not be liable for any loss or damage (including loss of profit) arising from changed delivery dates.

8. Delivery shall always be legally made at the premises of the company. If a customer requires his boat or boats to be transported to another location as opposed to collecting them ex works, then all risks associated with the transportation shall pass to the customer after delivery has been made on our premises.

#### Quality

9. The company reserves the right to alter its specifications at any time and without notice, although the variation should not result in a general loss of quality or performance of the finished product. In addition, the company reserves the right to alter or improve the design or manufacture of its products at any time and without notice. Slight variations or substitutions to component parts are also permitted.

#### Third party sales

10. Any customer purchasing goods of the company's manufacture from a third party or "agent" of the company, shall be deemed by the company to have engaged in a contract with that third party or agent, and, as such, that contract shall be governed by the terms and conditions of that third party, and shall be subject to the laws of the country under which the contract has taken place.

#### Prices

11. All goods will be invoiced at the price ruling at the date of collection from the factory. The company reserves the right to alter or withdraw its price lists at any time, without notice.

12. In the absence of express agreement to the contrary our work shall be priced on the basis of time and materials expended, and services provided.

13. Any estimate given by the company is given in good faith, and will have been made using either information supplied by the customer, or after superficial inspection of a boat. We reserve the right to charge an additional sum to cover any time or materials spent in carrying out remedial or access works found necessary in the course of carrying out the original works.

#### Payments

14. The company's standard terms are a 25% deposit with order, with the balance payable from cleared funds prior to the collection or dispatch of goods, or in cash against pro-forma invoices. In the event of a customer failing to complete the payment of the balance for any reason, the deposit is not refundable.

15. The company may, at its discretion, offer credit terms subject to the following conditions. Such terms shall be agreed prior to any work being carried out on behalf of the customer

a. The customer on the due date specified makes that payment in full

b. Orders from customers whose accounts are overdue will be withheld until the payment of any overdue sums on the account is made.

c. The customer is responsible for any charges or costs incurred by the company in respect of any bank transfers, currency exchanges or administration costs associated with the transfer of funds to the company's bank account.

d. The company reserves the right to charge interest at 3% of the gross amount per month and any costs or fees incurred by the company in administering the account.

#### Cancellation of order and/or changes in specification

16. In the event of a customer having to cancel all or part of their order whilst it is in progress, or being unable to complete the payment of their final balance upon completion of the work, the company shall be entitled to sell, or otherwise beneficially dispose of the goods in order to recover any sums of money outstanding at that time. In this event, the deposit is not refundable, except in exceptional circumstances, and at the total discretion of the company.

17. In the event of a cancellation received before the company has started any work on the order, the company shall reserve the right to charge a cancellation fee, from the deposit, equal to 15% of the order value. The balance of any deposit shall be refundable.

18. In the event of a specification change made by the customer whilst building is in progress, or prior to the completion of the order, the company reserves the right to charge on to the customer any direct costs or consequential costs associated with the change.

#### Title

19. The title of ownership in all goods supplied by the company shall remain vested in the company until it can be shown by the buyer that cleared funds to the full value of such goods has been paid over to the company, including any additional costs such as interest or administrative costs. The company retains the right to enter any premises or grounds belonging to the customer for the purposes of recovering any goods for which good title has not passed from the company to the customer, or goods, to the equivalent value.

#### Rights of sales

20. Where we accept vessels, goods, or equipment for storage, repair or modification, or for new boats or equipment supplied by us against a customer's specific order, we do so subject to the provisions of the Torts (Interference of Goods) Act 1977. This confers a right of sale on us in certain circumstances.

For the purposes of the Act it is recorded that;

Any completed orders, goods, or vessels, are accepted by us on the basis that the customer is the owner of those goods, and that he will take delivery, or arrange collection when the work or boat is finished.

Our obligations as custodians those goods ends upon our notice to the customer of termination of that obligation.

The place for delivery and collection of goods shall be our premises, unless agreed otherwise.

Notice to a customer shall be deemed to have been sufficiently served, if sent by first class post to their last known address.

#### Sub-contracting

21. We reserve the right to sub-contract all or part of the work entrusted to us by the customer on terms that any such sub-contractor shall have the benefit and protection of all rights and conditions, and of all limitations and exclusions of liability contained in these terms of business.

#### Refusal to accept an order

22. The company is under no obligation to accept an order from any source, or may cancel any order placed with company, and will refund any deposit or payments made to the company in connection with that order.