



A S I A M A R I N E

ORDER CONFIRMATION

Date:
Buyer:
Ref: TBC

202X GALEON XXX
ENGINES:
HULL NUMBER: TBC
INTERNAL ORDER NUMBER: –
BASE UNIT:
OPTIONS:
TOTAL PRICE:
EXPECTED EX-SHIPYARD DATE:

PAYMENT TERMS & SCHEDULE

EX SHIPYARD
DEPOSIT 30% AT ORDER
SECOND PAYMENT 40% 4 MONTHS BEFORE EX-SHIPYARD DATE
FINAL PAYMENT 30% 1 MONTH BEFORE EX-SHIPYARD DATE

ADDITIONAL COSTS NOT INCLUDED IN THE PURCHASE PRICE:

Shipping costs will be quoted before the expedition date.
Admin & Importation costs will be quoted prior to shipment according to local regulations & do not include any tax or duties.
Handover & Commissioning costs will be quoted at shipment date.

SELLER'S BANK INFORMATION:

Asia Marine Ltd. 20/35, Moo.2, Phuket Boat Lagoon Marina, Thepkrasattri Road, Koh Kaew, Muang, Phuket 83000, Thailand
Account holder: Asia Marine Ltd. **Account number:** 102-920835-9
Currency: Euro **Bank:** Kasikorn Bank
Address: 14 PHANG NGA ROAD, TAMBON TALAT YAI, MUANG DISTRICT, PHUKET 83000 THAILAND
SWIFT: KASITHBK

Mr

Date: 8/2/2024

Mr B. Tabuteau
for Asia Marine Ltd.
Date: 8/2/2024

GENERAL TERMS & CONDITIONS FOR THE SALE OF A NEW MOTOR YACHT ("GTC")



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1. INTERPRETATION

1.1. In this document:

“ASIAMARINE” means Asia Marine Ltd.

“Builder” means Galeon Sp.z.o.o. Sp.K..

“Buyer” means the person, firm or company whose details are set out on the front of the Contract.

“GTC” means these terms and conditions for the sale of the Yacht.

“Contract” means the GTC, the Order Confirmation and Technical Specification (for the avoidance of doubt should there be a dispute as to the details or interpretation set out on the Order Confirmation and the Technical Specification the latter shall take precedence) and any special terms and conditions agreed in writing between the Buyer and ASIAMARINE.

“Delivery Address” means at a safe anchorage or berth in Poland.

“Deposit” means the aggregate amount of all the instalments of the Purchase Price, and any other sums of monies representing a part of the Total Price, paid by the Buyer.

“Estimated Delivery Date” means the date set out on the front of the Contract modified if applicable pursuant to the provisions of clause 4.

“Intended Delivery Date” means the intended delivery date of the Yacht as declared and notified by ASIAMARINE pursuant to clause 4.3.

“Purchase Price” means the price of the Yacht as set out on the front of the Contract.

“Technical Specification” means the building and technical specification, including drawings if applicable, for the Yacht.

“Total Price” includes the Purchase Price, plus the cost of:

- (a) loading, unloading, effecting carriage in a place other than the Delivery Address, such charges to be notified in writing to the Buyer by ASIAMARINE; and
- (b) any extras or modifications requested by the Buyer as shall be confirmed in writing to the Buyer by ASIAMARINE.

“Yacht” means the yacht specified on the front of the Contract and any components that ASIAMARINE is to supply in accordance with the Contract.

2. SALE AND PURCHASE

2.1. Subject to any variation, the Contract contains the entire agreement between the parties as to its subject matter and supersedes all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any



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purchase order, confirmation of order, specification, or other document) or any previous agreement between the parties relating to its subject matter.

- 2.2. ASIAMARINE agrees to sell and the Buyer agrees to purchase the Yacht in accordance with and subject to the terms and conditions of the Contract.
- 2.3. ASIAMARINE accepts no liability in relation to the Contract unless and until the Buyer (or an authorised signatory) and an authorised signatory of ASIAMARINE have both signed the Contract.
- 2.4. The quantity, quality and description of, and any specifications of the Yacht shall be those set out in the Contract and the Buyer acknowledges that all other drawings and descriptions are issued or published for the sole purpose of giving an approximate idea of the Yacht described in them and the same do not form part of the Contract. The Yacht may be delivered by ASIAMARINE, and the Buyer agrees to accept and take delivery of the Yacht, with no yacht registration or local operating licence whatsoever.
- 2.5. All specifications are approximate only and are subject to normal margins of tolerance for the materials and construction in question. Whilst ASIAMARINE shall endeavour to supply the Yacht in accordance with the Technical Specification it reserves the right notwithstanding the above to vary the specifications without notice (save if a major change where the Buyer will be notified in writing) in the light of changes in technical knowledge, production techniques, Government or other regulations, considerations of safety or other reasonable cause.
- 2.6. ASIAMARINE and its supplier's warranty is transferable by the Buyer to any further buyer or owner who acquires or purchases the Yacht from the Buyer during the warranty period. The unexpired period of the warranty can be transferred to a new owner of the yacht, prior to the change in ownership, by presenting a request to ASIAMARINE, and it is subject to the approval of ASIAMARINE. The request must be presented by the Buyer to ASIAMARINE at least 30 days before the intended transfer of ownership. ASIAMARINE or a third party authorised by ASIAMARINE will thereafter perform a "Confirming Survey" of the Yacht, in order to assess its conditions and ascertain whether the prescribed maintenance schedule has been duly followed and completed, together with any prescribed intervention to date. On the basis of this survey, ASIAMARINE will procure the Builder to rectify any evidence of problems covered by the Builder and its suppliers' warranty. ASIAMARINE reserves its right to reject the transfer of warranty to the new owner should the Yacht be damaged, have been misused or previously excluded from the warranty, or should the maintenance have been neglected, or where there is evidence that the required maintenance program has not been carefully and duly performed in accordance with the required schedule.

3. PRICE AND PAYMENT

- 3.1. If ASIAMARINE agrees to deliver the Yacht to an alternative place to the Delivery Address, then it reserves the right to make an additional charge for such delivery or slipping and/or craning onto transport whichever shall be applicable.



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- 3.2. Payment of the Total Price shall be due in EUROS. Time for payment shall be of the essence. All bank charges regarding payment are to be for the account of the Buyer.
- 3.3. The Purchase Price of the Yacht shall be paid by three (3) instalments in such amounts and on such dates as more particularly set out on the front of the Contract.
- 3.4. All payments due and payable to ASIAMARINE under the Contract shall be due immediately on its termination despite any other provision.
- 3.5. The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Buyer has a valid court order or arbitration award requiring an amount equal to such deduction to be paid by ASIAMARINE to the Buyer.
- 3.6. Should any payment due under this Contract not be received by ASIAMARINE by the due date, ASIAMARINE may charge interest thereon from the due date until the date of payment or termination of the Contract, calculated on a daily basis at a yearly rate of 3% above the prime interest rate from time to time of the ASIAMARINE's bank.
- 3.7. The Purchase Price is inclusive of the value-added tax (VAT) (or its equivalent).
- 3.8. The Buyer shall be responsible for the payment of all or any duties, taxes, levies and other charges, if any incurred in connection with the Yacht.

4. DELIVERY

- 4.1. Delivery of the Yacht shall take place at the Delivery Address in accordance with this Contract and the Technical Specifications. ASIAMARINE reserves the right to change the address.
- 4.2. If the Yacht is to be delivered by agreement by ASIAMARINE to a place other than the Delivery Address, the Buyer shall specify the place to which the Yacht is to be delivered by ASIAMARINE. The Buyer shall be responsible for un-securing and unloading on its arrival at that place including the costs thereof. ASIAMARINE reserves the right to specify an alternative location to which to deliver the Yacht if ASIAMARINE, in its sole discretion, does not consider it reasonably practicable to deliver the Yacht to the location specified by the Buyer.
- 4.3. The Estimated Delivery Date or any other dates quoted for delivery of the Yacht by ASIAMARINE are approximate only and failure to comply with such dates shall not constitute a breach of this Contract and ASIAMARINE will not be liable for any delay in delivery of the Yacht, howsoever caused although ASIAMARINE shall provide the Buyer with at least 7 days' notice of the Intended Delivery Date. Time for Delivery shall not be of the essence in relation to this Contract unless previously agreed by ASIAMARINE in writing.
- 4.4. The Delivery Date may be extended to take into account any accepted modifications to the Specification requested by the Buyer, Force Majeure, insurance rectification work or late payment of any monies due under Contract to ASIAMARINE.



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- 4.5. Notwithstanding the provisions in clause 4.3, should the Buyer fails to take delivery of the Yacht on the Intended Delivery Date then, without prejudice to any right or remedy available to ASIAMARINE, ASIAMARINE may at its option, but subject to clause 6.1(b), store the Yacht until the actual Delivery or until the Buyer specifies where the Yacht is to be delivered and charge the Buyer for the costs (including insurance) of storage.

5. RISK AND PASSING OF TITLE

- 5.1. Title in the Yacht shall not pass to the Buyer until (a) ASIAMARINE has received the Total Price and all other sums which are due, or which shall become due to ASIAMARINE from the Buyer in full in cleared funds, (b) the execution of a protocol of delivery and acceptance signed by the parties and (c) the transfer to the Buyer of a Builder's certificate. Any minor works required shall be listed on the Status List, and should not delay the delivery of the Yacht and passing of title.
- 5.2. For the purposes of establishing the passing of title in the Yacht, the submission of bankers' drafts or other papers creating obligations to pay shall not be regarded as payment until the Total Price has been received by ASIAMARINE in cleared funds.
- 5.3. At all times prior to the delivery of the Yacht and transfer of title the Yacht shall be at the risk of ASIAMARINE.
- 5.4. Prior to the delivery of the Yacht, all claims under the insurances in respect of partial loss (other than a loss giving rise to the agreed cancellation of the Contract) shall be payable to ASIAMARINE and shall be applied by ASIAMARINE towards the cost of making good the loss or damage to the Yacht, provided that if the repairs to the Yacht can reasonably be expected to extend the completion of the Yacht beyond the Delivery Date any consequential delay shall extend the Delivery Date by the period of time that repairs are undertaken.
- 5.5. If prior to the delivery the Yacht suffers an actual or constructive total loss which gives rise to a cancellation of the Contract then any proceeds from the insurances shall be paid to the Buyer up to the amount of the Deposit and up to the date of payment of such insurance monies. In the event of an actual or constructive total loss the Contract shall thereafter be deemed null and void.
- 5.6. The provisions of this Condition shall survive termination.

6. TERMINATION

- 6.1. Notwithstanding any other rights it may have, ASIAMARINE may terminate this Contract immediately without incurring liability to the Buyer by giving written notice to the Buyer:
- (a) If the Buyer fails to pay any sum due to ASIAMARINE within 10 business days after the due date;
- (b) If the Buyer fails to take delivery of the Yacht and pay the balance of the Purchase price within 10 business days after the Yacht is tendered for delivery pursuant to the provisions in clause 4;



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(c) If the Buyer commits a material breach of contract going to the root of the Contract and which is not capable of remedy or is party to dishonest or fraudulent conduct in relation to the Contract; and/or

(d) The Buyer becomes insolvent.

6.2. Upon the happening of one or more of the above events the Contract may be terminated by ASIAMARINE, whereupon the Deposit paid by the Buyer shall be retained by ASIAMARINE, the balance of the Purchase Price shall become immediately due and payable to ASIAMARINE and ASIAMARINE may claim against the Buyer further compensation for its losses or damages (including but without limitation all unpaid instalments, interests, costs and expenses) over and above the amount of the Deposit. The Yacht and all its equipment and machinery shall be at the sole disposal of ASIAMARINE for sale or otherwise. ASIAMARINE may (at its sole discretion) recover from the Buyer such further losses or damages by applying the proceeds to be obtained by sale of the Yacht at a public or private sale on such terms and conditions as ASIAMARINE thinks fit without being answerable for any loss or damage occasioned by the Buyer thereby.

6.3. The Buyer may terminate this Contract by written notice to ASIAMARINE if:

(a) ASIAMARINE commits a material breach of contract going to the root of the Contract and which has not been remedied within a reasonable period of time; or

(b) If a receiver, manager or administrator is appointed over the whole or a substantial part of the undertaking or property of ASIAMARINE; or

(c) ASIAMARINE becomes insolvent.

In the event of termination of this Contract by the Buyer, the Buyer shall be entitled to a refund by ASIAMARINE of the Deposit in full and final settlement of all of the Buyer's claim for losses and damages arising out of or in connection with this Contract, whereupon this Contract shall be deemed null and void.

6.4. Subject as herein provided and to any rights and obligations accrued prior to termination neither party shall have any further obligations to the other under the Contract, save that notwithstanding termination, no party shall by virtue of such termination be relieved from any of its obligations which is expressly, or by implication, intended to come into, or continue into, force on or after such termination.

6.5. If the proceeds of sale are insufficient to pay such a total amount of damages payable to ASIAMARINE, the Buyer shall promptly pay the deficiency to ASIAMARINE upon request.

7. WARRANTY

7.1. There are no express warranties except that ASIAMARINE will use its reasonable endeavours to transfer to the Buyer the benefit of all warranties or guarantees provided by the Builder and to use reasonable endeavours to administer the Builder and its supplier's warranties for the duration of the warranty period as stipulated in the



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Builder's warranty. Where the Builder's warranty may be extended on condition of inspection, such inspection may incur a charge which is for the Buyer's account.

- 7.2. The following shall constitute the full extent of the obligations of ASIAMARINE after delivery of the Yacht notwithstanding any act, matter or thing done or omitted to be done by ASIAMARINE (whether negligently or otherwise) in or about of the Yacht. Where the Buyer acquires a warranty or other manufacturer's warranties/guarantees upon purchasing the Yacht, it will first use all reasonable endeavours to enforce the terms of that guarantee against the supplier or manufacturer:

(a) ASIAMARINE will procure the Builder to repair all defects in the Yacht due to faulty design, faulty materials or equipment and/or poor workmanship where such defects have become apparent within the warranty period and are notified to ASIAMARINE in writing within 10 days after becoming apparent.

(b) The foregoing provisions does not apply to defects caused by transportation, installation or repairs, or as a result of any of the following:

- i. Abnormal use;
- ii. Carelessness, misuse;
- iii. Competition use or preparation for competition use;
- iv. Over or under loading;
- v. Insufficient lubrication;
- vi. Cavitation;
- vii. Normal wear and tear;
- viii. Use of inferior spare parts;
- ix. Lack of, or incorrect maintenance;
- x. Incorrect installation or parameter setting;
- xi. Accidents;
- xii. Natural phenomenon such as lightning, thunderbolts, folding, war, uprisings, acts of terror or other force majeure events;
- xiii. Improper storage;
- xiv. Corrosion;
- xv. Failure to comply with Operator's Manuals, maintenance instructions, or any other reasonable instructions;
- xvi. Alterations or modifications of the Vessel, including alterations or modifications of software or electronic devices;
- xvii. Breaking of seals;
- xviii. Using in violation of law or for unintended purposes; or
- xix. Any defects caused by the Vessel's combination with engines, transmissions, or any other mechanical or electronic product or accessory not sold or approved in writing by the Seller or the Builder.

(c) All repair and replacement work shall be carried out by the Builder at its nominated shipyard(s) with reasonable dispatch during normal working hours at no cost to the Buyer.

(d) The Buyer will bear all costs incurred in moving the Yacht to the place selected for any warranty repair work.



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(e) ASIAMARINE and the Builder shall have no liability whatsoever for warranty repair and replacement work carried out elsewhere other than in the Builder's nominated shipyard(s) without their prior written agreement.

(f) ASIAMARINE shall not in any event be responsible or liable for any consequential or special loss, damage or expense including but not limited to loss of operational time or use of the Yacht, loss of profit or earnings whether directly or indirectly occasioned by reason of such defects or due to repairs or other works done to the Yacht to remedy such defects by ASIAMARINE or the Builder.

7.3. This warranty defines the liability of ASIAMARINE in respect of the Yacht. Subject as expressly provided in the GTC all other conditions, warranties or other undertakings concerned with the Yacht, whether express or defined by statute, custom, usage or otherwise, are excluded from the Contract to the fullest extent permitted by law, except that nothing in this warranty shall affect the liability of ASIAMARINE under:

(a) any undertaking expressly contained in the Contract; or

b) any other liability that cannot be legally excluded.

7.4. MANUFACTURER WARRANTY

7.4.1. The Distributor is granted by the Manufacturer two (2) years of Limited Structural Hull Warranty.

7.4.2. The Manufacturer will repair or cover the Distributor's repair expenses for any structural fibreglass hull defect as defined below, which is reported within two (2) years from the date of the first retail sale to the first retail owner.

7.4.3. The Hull shall mean the single fibreglass moulded shell and integral structure within that shell, including stringers and related structural reinforcements, all of which are below the hull flange (i.e. gunwale). A Structural Hull Defect shall mean a substantial defect in the hull, which causes The Product to be unsafe for general use as a pleasure craft under normal operating conditions.

7.4.4. The Distributor is granted by the Manufacturer two (2) years of Limited Hull Gelcoat Warranty. The Manufacturer will repair or cover the Distributor's repair expenses for defects that result in osmosis blistering of the exterior gelcoat surface of the Hull laminate at or below the waterline which is reported within two (2) years from the date of the first retail sale to the first retail owner.

7.4.5. The Distributor is granted by the Manufacturer two (2) years of Limited Warranty on Specific Parts manufactured by the Manufacturer.

7.4.6. The Manufacturer will repair or cover the Distributor's repair expenses or replace any parts which are defective in material or workmanship, which are not covered by either The Limited Warranty referenced above or listed in exclusions clause 7.4.11.

7.4.7. The Limited Warranty on specific parts includes:



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- windows cracks
- woodwork structural defects
- deck or superstructure structural laminate defects excluding gelcoat cracks - stainless steel parts welding structural cracks
- aluminium frames welding structural cracks

- 7.4.8. This period commences on the day of reception of the Product by the first retail owner (i.e. the Distributor's client).
- 7.4.9. The Distributor shall advise the Manufacturer of said date but not later than 12 months after the Product is delivered to the Distributor's given location. After 12 months of the Product delivery to the Distributor the warranty starts automatically, even if the Product is on stock and unsold yet to the first retail owner.
- 7.4.10. This warranty entitles the Distributor solely to the repair by the Manufacturer to the exclusion of all other remedies which might be otherwise available.
- 7.4.11. Exclusions:
This Limited Warranty does not apply to the following items:
- any Product which have been salvaged or declared a total loss or a constructive total loss for any reason not covered by this Limited Warranty
 - any Product which has been misused, used in negligent manner, used for racing, used for rental charter, military or other Commercial Purposes (Commercial Purposes, as used herein, means a Product with more than 50% usage for business or revenue producing purposes), operated contrary to any instructions provided by the Seller, or operated in violation of any Federal State, Coast Guard Regulation or other Governmental Agency laws, rules or regulations.
 - any Product that has been altered or modified from The Seller's factory specification
 - any damage or deterioration of cosmetic surface finishes, including stress cracks, scratches, gouges, chips, crazing, gelcoat discoloration, air voids, fading or oxidation of gelcoat,
 - any damage or deterioration or discolouration of wood finish (varnish, stains and paints), fabrics, vinyl, corian, plated or painted metal finishes, antifouling bottom paint or zinc anodes
 - any damage, shrinkage, wear and tear or deterioration of carpets, upholstery, cushions, graphics (decals, logo, stripes) and exterior canvas, tops, enclosures, and weather covers (including rainwater leakage)
 - osmosis blistering if the original gelcoat surface has been altered in any way, including repair, application of any coating other than marine antifouling bottom paint, improper surface preparation for paint, or excessive sanding or sand blasting.
 - any failure or defect caused by the accident, product abuse or misuse, failure of the retail owner to use, maintain or store the Product as specified in the Seller's owner's manual and any other failure to provide reasonable care and maintenance of the Product
 - any representation or implication relating to speed, range, fuel consumption, or estimated performance.



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- loss of time, inconvenience, rental charges, travel expenses, loss of use, dockage fees, towing and storage charges, loss of damage to personal property or other remedies not specifically allowed.
- any failure or defects caused by an act of nature resulting in damage, cost or expense
- any failure or defect arising from a previous repair made by a non-authorized service provider, unless such repair was pre-approved by the Seller
- changing the design, way of manufacturing the Product, standard options, or accessories by the Manufacturer without any obligation to make conforming modifications to any previously manufactured Product
- any item exceeding the expressed coverage limits specified in this Limited Warranty: engines, transmissions, controls, propellers, batteries, appliances, other equipment, accessories or components not manufactured by the Manufacturer or which carry their own individual warranties.

- 7.4.12. The remedy of repair or replacement of parts or materials that are found to be defective in factory materials or workmanship covered by this limited warranty shall constitute the first retail owner's sole and exclusive remedy against the Manufacturer for any claims whatsoever of economic loss resulting from product failure. In keeping with environmental policies and practices, the Manufacturer reverses the right to utilize reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part and warranted for the remainder of the original warranty period. In no event shall any repair or replacement under this Limited Warranty exceed the fair market value of the products as of the date of the first retail owner's claim. Acceptance of any product returned or any refund provided by the Distributor shall not be deemed an admission that the product is defective. Products that are replaced become the property of the Manufacturer.
- 7.4.13. Except as set forth herein or on any other written express limited warranties by the Manufacturer, there are no other warranties either express or implied, provided by the Manufacturer on this boat. All other warranties, express or implied, including implied warranties of fitness and merchantability, are expressly excluded. The Manufacturer further disclaims any liabilities for economic loss arising from claims of product failure, negligence, defective design, manufacturing defect, failure to warn and/or instruct, lack of seaworthiness, and any other theory of liability not expressly covered under the terms of this limited warranty. Any implied warranty of merchantability or fitness for a particular purpose is disclaimed. To the extent the implied warranty cannot be disclaimed, it is limited to the shorter of one year from the date of delivery to the first retail owner or the duration of the respective express limited warranties stated herein. To the extent allowed by law, neither the Manufacturer nor the Distributor shall have any responsibility for loss of use of the boat, loss of time, inconvenience, commercial loss or consequential damages.
- 7.4.14. Notwithstanding the above, the maximum liability of the Manufacturer shall not in any case exceed the price received by it for the Product in question. All



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liability of the Manufacturer for any loss, costs, damages, loss of profit, loss of benefits, any form of consequential damage is hereby excluded.

- 7.4.15. Manufacturer's consumable parts warranty excluded, conventional and halogen bulbs, led inserts. windscreen wipers, rubber blades, batteries, impellers, (example; cooling, macerator, water pump impeller etc) filters, (example - odour filters for black/grey water tanks), anodes, fuses.

8. LIMITATION OF LIABILITY

- 8.1. Except in respect of any statutory liability in respect of death or personal injury caused by the negligence of ASIAMARINE, or liability for defective products under statute, ASIAMARINE shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of ASIAMARINE, its employees or agents or otherwise) which arise out of or in connection with the supply of the Yacht (including any delay in supplying or any failure to supply the Yacht in accordance with the Contract or at all) or their use or resale by the Buyer and the entire liability of ASIAMARINE under or in connection with the Contract shall not exceed the Purchase Price of the Yacht, except as expressly provided in the GTC.

ASIAMARINE confirms that the Vessel is sold free and clear of any liens, claims, debts or encumbrances of any nature.

ASIAMARINE warrants that it has the lawful right to sell the Vessel and will execute and deliver all necessary documents for the transfer of ownership to the Buyer.

9. FORCE MAJEURE

- 9.1. ASIAMARINE shall be under no liability for any delay or failure to perform in the event that the manufacture, supply or delivery of the Yacht is prevented or delayed by any act or circumstances beyond the reasonable control of ASIAMARINE. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the reasonable control of ASIAMARINE:

- (a) act of God, explosion, flood, tempest, fire, accident, drought;
- (b) legislation, restrictions, regulations, prohibitions or measures of any kind on any part of any government, parliament, agency or local authority;
- (c) war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- (d) failure of power supply or breakdown in machinery;
- (e) lock-out strike or other action taken by either employees or ASIAMARINE or a third party in contemplation or furtherance of a trade dispute; and
- (f) difficulties and/or any inability to procure materials/labour, parts or machinery required for the performance of the Contract.



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10. GENERAL

- 10.1. Any indulgence granted by ASIAMARINE to the Buyer and any failure by ASIAMARINE to insist upon strict performance of these terms shall not be deemed a waiver of any of the rights or remedies of ASIAMARINE nor be deemed a waiver of any subsequent default by the Buyer.
- 10.2. The invalidity in whole or in part of any Condition in the Contract shall not affect the validity of the remainder of such Condition or the Contract.
- 10.3. The Contract is between ASIAMARINE and the Buyer as principals and is not assignable without the prior written consent of the other party.
- 10.4. The Buyer expressly acknowledges, understands and agrees that all user manuals and technical documents regarding the Yacht shall be written in English language; therefore the Buyer hereby declares to have an adequate knowledge of the English language and undertakes to entrust with the maintenance of the Yacht, also for the purposes of clauses 7 and 8 above, only qualified personnel able to fully understand the English language and the specifications and recommendations contained in the abovementioned written material.
- 10.5. The Contract may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and the counterparts together shall constitute one and the same instrument. Electronic signatures affixed to the Contract by or through the online services of DocuSign or other similar platforms or software that offer and manage e-signature will be deemed original signatures for purposes of the Contract. Transmission by telecopy, electronic mail or other transmission method of an executed counterpart of this Agreement will constitute due and sufficient delivery of such counterpart.
- 10.6. The Contract shall be governed by and construed in accordance with the laws of Thailand.
- 10.7. Any dispute arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules in Thailand for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Thailand. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English.



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AGREED AND ACCEPTED BY:

BUYER

Mr

Date:

SELLER

For and on behalf of Asia Marine Ltd.

Date:

Mr Benjamin Tabuteau



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ANNEX 1

OPTIONS & EQUIPMENTS



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