



# HAMBURGER YACHTVERSICHERUNG SCHOMACKER

## SECOND-HAND BOAT-PURCHASE AGREEMENT

The present translation was completed on the basis of the relevant German source text, however, the latter alone is legally authoritative.

between

and

**SELLER:**

**PURCHASER:**

Mr/Mrs/Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mr/Mrs/Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone/Fax/Mail: \_\_\_\_\_

Telefon/Fax/Mail: \_\_\_\_\_

### WARRANTY

- The Seller warrants that he is not aware of any hidden purchase object defects.
- The Seller is aware of purchase object defects/damages to the purchase object set out in the delivery record

The purchase is agreed to with the exclusion of any warranty for material defects. Claims of the purchaser, which cannot be excluded according to mandatory law, in particular due to willful behavior of the seller, are retained.

The Seller warrants that no third party has any title to the boat and the pertaining equipment and that any payable customs duties and taxes have been fully paid. The seller will provide the purchaser with corresponding evidence after receiving the full payment and/or handover of the yacht, together with all papers and operating instructions belonging to the yacht (if available).

### PURCHASE PRICE

The purchase price amounts to \_\_\_\_\_ Euro and is to be paid as follows:

Advance payment (deposit) in the amount of Euro \_\_\_\_\_ due date: \_\_\_\_\_

Remaining purchase price in the amount of Euro \_\_\_\_\_ due date: \_\_\_\_\_

### DELIVERY

Delivery of the boat shall be made on \_\_\_\_\_ in/at \_\_\_\_\_.

The boat remains the Seller's property until the purchase price has been fully paid.

The present insurance policies No. \_\_\_\_\_ for the yacht (Hull Insurance/Third Party Liability Insurance/Accident Insurance) arranged by the insurance broker \_\_\_\_\_ / concluded with the insurance company \_\_\_\_\_

- will be taken over by the purchaser
- will not be taken over by the purchaser



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### THE PURCHASER HEREBY AGREES TO PURCHASE THE FOLLOWING:

#### OBJECT:

Type of the vessel: \_\_\_\_\_  
Model: \_\_\_\_\_  
Name: \_\_\_\_\_  
Year of construction: \_\_\_\_\_  
Construction No.: \_\_\_\_\_  
Length: \_\_\_\_\_  
Type of engine: \_\_\_\_\_  
Engine power: \_\_\_\_\_  
HP, Purchase year: \_\_\_\_\_

*including the equipment and inventory set out in the attached inventory list. The list is to be signed by both Seller and Purchaser.*

#### ATTACHMENTS

The following attachments to this agreement, which are to be signed by the Seller and Purchaser, are an integral part of this agreement.

Attachments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

No oral side agreements have been made.

Place, date: \_\_\_\_\_

Seller: \_\_\_\_\_

Purchaser: \_\_\_\_\_

*This Second-Hand Boat-Purchase agreement is a proposal for buying and selling boats. The use takes place without liability and guarantee by the Hamburger Yacht-Versicherung.*



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### RECORD OF DELIVERY:

Delivery of the yacht described in the above purchase agreement has been made to the Purchaser on \_\_\_\_\_. The Purchaser has comprehensively been instructed with regard to the operation of all items of equipment on board, and all papers and documents pertaining to the yacht including the instruction manuals have been handed over to the Purchaser.

At the time of delivery, the following purchase object defects existed:

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- The defects shall be repaired at the Seller's expense.
- The defects shall be repaired at the Purchaser's expense. A purchase price discount in the amount of EUR \_\_\_\_\_ has been agreed.

Place, date: \_\_\_\_\_ Seller: \_\_\_\_\_

Purchaser: \_\_\_\_\_