

PURCHASE AND SALE AGREEMENT

SELLER: SALTWATER ASSOCIATES
PTY.LTD.
(TRADING AS
MULTIHULL CENTRAL)
LOT 4 CHAPMAN ROAD
ANNANDALE NSW 2039
ABN: 61 162 095 614

PURCHASER: GEOFFREY EDWARD PETER JOHNSON
416 DULONG ROAD
DULONG QLD 4560
AUSTRALIA

WHEREAS

- A. Saltwater Associates Pty Ltd is the duly appointed Australian agent and selling dealer for Seawind Group Holdings Pty Ltd at the registered business address of PO BOX 296, Gerringong NSW 2534, Australia hereafter referred to as "the Builders"
- B. Saltwater Associates Pty Ltd, as agent for Seawind Group Holdings, Australia, has agreed to arrange for Seawind Group Holdings Pty Ltd, Australia to Build;

Seawind Model: Seawind 1260
Factory Number: SC696
Expected completion in Vietnam: 4 August 2024

And the purchaser has agreed to purchase such a yacht from Saltwater Associates Pty Ltd.

The above named Seller and Purchaser do hereby agree as follows:

1.0 SALE AND PURCHASE:

The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the seller, upon the terms and conditions of this agreement, one SEAWIND 1260 catamaran sailboat, hereinafter referred to simply as the VESSEL, equipped with all features as described in the standard specification list, and with the additional options set out below.

1.1 LAYOUT:

The Vessel shall be built with the following layout: THREE CABIN ISLAND BED GALLEY DOWN LAYOUT.

1.2 SURVEY: The VESSEL WILL NOT BE built to survey.

1.3 PRICE:

Standard specifications and fitout are as per attached ADDENDUM 1.

PLUS UPGRADES AND OPTIONS as per ADDENDUM 2.

TOTAL EX TAXES USD	\$	502,296
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1.4 CURRENCY AND GST:

The Purchaser agrees that payment for the VESSEL shall be made in US Dollars (USD) and all progress payments and contract variations shall be made in US Dollars. This Agreement is EXCLUSIVE of GST and SHIPPING which will be both calculated and charged following completion at the factory and before arrival into Australia.

1.5 COMMISSIONING AND DELIVERY:

The VESSEL will be launched and commissioned in Brisbane, Australia.

1.6 CONSTRUCTION STANDARDS:

The Seller agrees the VESSEL shall meet international CE standards.

2.0 HANDOVER DATE:

Planned handover date in Brisbane is: 22 September 2024.

2.1 PAYMENT SCHEDULE:

Payment will be over the following payments:

CUSTOMER PAYMENT SCHEDULE				USD	AUD
		%	DUE DATES	PAYMENTS	PAYMENTS
1	Confirmation Deposit (NON-REFUNDABLE)	6.0%	DUE	\$ 30,000	
2	Start of Construction	27%	21-Jan-24	\$ 133,463	
3	Joining of the Hull and Deck	18%	10-Apr-24	\$ 88,018	
4	On fitting of windows and hatches	18%	10-Jun-24	\$ 88,018	
5	On Completion and before shipping	33%	04-Aug-24	\$ 163,463	
6	Upon Shipping from Vietnam (TBC)		11-Aug-24	TBC	
7	Tax payable 1 week prior to landing		25-Aug-24	\$ -	TBC
8	On handover in Brisbane		22-Sep-24	\$ -	\$26,000
	TOTAL EXCLUDING TAXES	100%		\$ 502,962	

2.2 COMPLETION DATE:

The Seller's intention is to complete the VESSEL as close as possible to the scheduled date. However, there are many factors that may influence the time of completion, and the Seller will not accept any financial penalty, for whatever cause, if completion is delayed.

2.3 DEFAULT:

If the Purchaser does not pay all or part of the sale price, advises the Seller they are not continuing with the contract, or does not take delivery of the VESSEL, the Seller is entitled to withdraw from the contract in writing and will require the Purchaser to forfeit any payments the Purchaser has paid to the Seller. All payments and deposits are non-refundable in nature.

3.0 INSURANCE:

Insurance for the VESSEL will be the Builder's responsibility until completion at the factory ready for transportation. It's the Purchaser's responsibility to have insurance from the point of completion at the factory including cover for transport from the factory to launch.

4.0 COMPLIANCE WITH LAWS:

The Purchaser agrees to refrain from operating the VESSEL without first acquiring and installing all equipment, including safety equipment, required by any government authority or agency. The Purchaser represents and warrants that he/she is familiar with the requirements of applicable laws, regulations, rules and orders relating to those areas and waters where the VESSEL will be sailed.

5.0 SAFETY:

The Purchaser agrees to refrain from operating the VESSEL without first acquiring the sailing knowledge and skills applicable to the conditions and area and waters where the VESSEL will be sailed. The Purchaser accepts sole responsibility for the sufficient understanding of the operating procedures, safety, sailing, motoring and technical aspects of the VESSEL relevant to the operation of the boat in the area, waters and weather conditions in which it will be used.

6.0 WARRANTY AND LIMITATION OF WARRANTY

The responsibility and liability for warranty be that of Seawind Group Holdings Pty Ltd, Australia in its own right. Saltwater Associates Pty Ltd will use its best endeavours to ensure any warranty claims are dealt with expediently and will use its full powers under the terms of its agency agreement with Seawind Group Holdings Pty Ltd. Refer to Addendum 3 for the Manufacturers Warranty as provided by Builders, Seawind Group Holdings Pty Ltd.

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7.0 APPLICABLE LAW:

The Agreement shall be construed and enforced in accordance with, and the rights of the parties hereto shall be governed by, the laws of the State of New South Wales, Australia. Any and all disputes arising under the agreement, whether as to interpretation, performance or otherwise, shall be subject to the exclusive jurisdiction of the courts of the State of New South Wales, and each of the parties hereto hereby irrevocably attorns to the exclusive jurisdiction of the courts of such state.

8.0 ENTIRE AGREEMENT:

The entire understanding and agreement between the Seller and the Purchaser regarding the subject matter hereof is set forth in the agreement. All prior or contemporaneous agreements, understandings, negotiations, discussions, conditions, covenants, warranties and representations, whether written or oral, not incorporated herein are superseded.

9.0 ACKNOWLEDGMENTS

- a) The Purchaser further acknowledges and agrees that sailing can be a hazardous vocation and many factors beyond the control of the Seller will affect the operational safety of the VESSEL. This includes but is not limited to the frequency and quality of inspections, maintenance procedures and repairs to the VESSEL, the degree of skill and care exercised in operating the VESSEL, and the environmental conditions in which the VESSEL is operated.
- b) The Purchaser also acknowledges that the tools, equipment, methods and procedures utilised in the maintenance and repair of the VESSEL may involve or create safety hazards beyond the control of the Seller.
- c) The buyer shall save, keep and hold harmless the Seller, its officers and agents from all damage, costs or expenses in law or in equity that may at any time arise or be set up because of damages to property, excluding the provisions of paragraph 6 herein - Warranty and Limitation of Liability, or of personal injury received by reason of or in the course of possession, ownership, or operation of the VESSEL other than that which may be occasioned by any wilful or negligent act or omission by the Seller, any of the Seller's employees or any agent thereof.
- d) THE PURCHASER UNDERSTANDS THAT THE SELLER WOULD NOT AGREE TO SELL A VESSEL TO THE PURCHASER WITHOUT THE PURCHASER'S EXPRESS AGREEMENT TO THIS RELEASE, INDEMNIFICATION AND HOLD HARMLESS PROVISION.

10.0 OWNERSHIP OF THE VESSEL DURING CONSTRUCTION:

The Vessel during construction and/or all materials and equipment purchased or appropriated from time to time by the Seller specifically for its constructions, wherever situated, shall become **the property of the Purchaser upon the payment of each stage as set out in 2.1 above.**

At each payment Stage (as per 2.1 above), the Seller will issue an Invoice and, upon payment by the Purchaser, the vessel, to that stage of completion, shall become the property of the Purchaser. The Seller shall, however, have a lien on the Vessel and any materials or equipment purchased for or appropriated to the construction for recovery of all sums due (whether invoiced or not) under the terms of this Agreement or any variation or modification hereof.

The Seller shall, insofar as it is reasonably practicable to do so, mark all individual items of equipment and materials which are purchased for or appropriated to the construction of the Vessel.

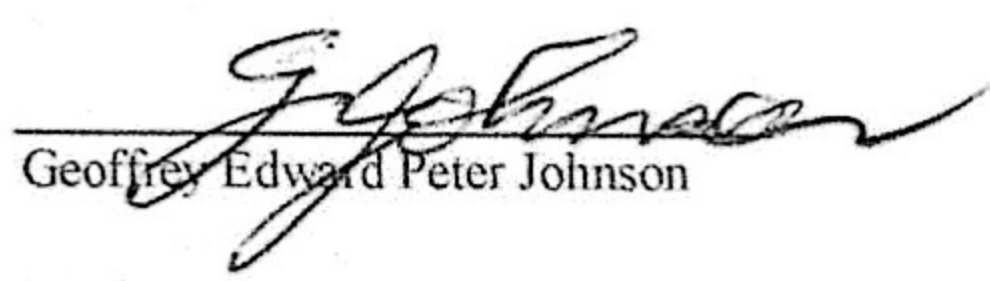
The Purchaser shall not without the prior written consent of the Seller which consent shall not be unreasonably withheld sell, assign, pledge or otherwise put a charge on the Vessel by way of security for any indebtedness prior to delivery except for the sole purpose of obtaining a loan to finance the construction of the Vessel. If the Purchaser charges the Vessel in breach of the terms of this Clause, the balance of the Contract Price shall forthwith become due and payable without prejudice to any other rights or remedies of the Seller. The Purchaser shall not have the right to assign or transfer this Agreement or any of his rights and obligations hereunder without the prior written consent of the Seller.

Notwithstanding the provisions of this Clause risk in the Vessel shall remain with the Seller until the actual delivery of the Vessel to the Purchaser.

Executed by the Purchaser on the dates set forth above the signatures below.

PURCHASER:

Dated: 1 July 2021

Purchaser 
Geoffrey Edward Peter Johnson

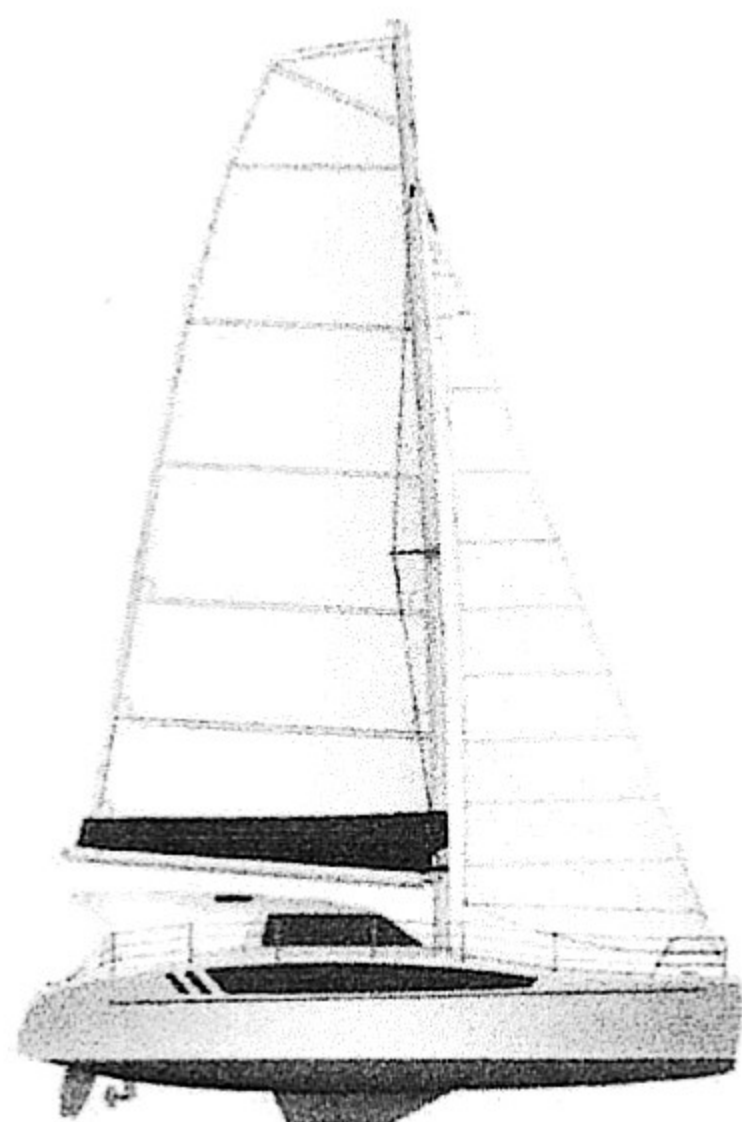
Executed and accepted by the seller on the date set forth above the signature below.

Dated: 1 July 2021



Seller: _____
Brent Vaughan
Director
SALTWATER ASSOCIATES PTY LTD

SPECIFICATIONS



Overall Length	41' / 12.45 m
Beam	22'3" / 6.8 m
Staff	3'6" / 1.14 m
Displacement	16,077 lbs / 8,200 kg
Diesel Saildrives	2 x 29 hp Yanmar
Fuel	120 US gal / 450 litres
Fresh Water	165 US gal / 700 litres
Steering Twin Helms	Crufe Steering
Underwing Clearance	26" / 0.8 m
Mainsail	207 sq ft / 65.7 sq m
Jib	337 sq ft / 28.5 sq m
Streescher (optional)	256 sq ft / 27.5 sq m
Sprinkler (optional)	1,238 sq ft / 115 sq m

SEAWIND 1260 (12.45 METRES / 41FT)

STANDARD SPECIFICATIONS AND EQUIPMENT – OWNERS 3 Cabin Version

- GENERAL:** The overall finish of the Seawind 1260 will be consistent with a luxury world-standard yacht of this size and type. Only very high quality equipment is used throughout.
The overall aim is for a level of construction, workmanship, equipment, fitout and style that surpasses any other comparable catamaran available in the market at this price range.

2. EXTERIOR / LAMINATE:

Finish: Full female moulded hulls & decks, exterior gelcoat finish with moulded-in non-slip surface on deck areas.

Hull Laminate: Vinyl Ester (Modified epoxy) resin laminate of the hulls between the gelcoat and the foam core. Polyester resin elsewhere.
Laminate specifications are to Australian survey compliant and international standards including European CE certification.

3. MAST / BOOM / SAILS:

- Clear anodised aluminium mast and boom. Single Spreader, 7/8 rig.
 - Standing Rigging
- Forestay 3/8 (10mm) 1 x 19 Dieform wire.
– Sidestays 3/8 (10mm) 1 x 19 Dieform wire
– Diamonds 5/16 (8mm) 1 x 19 Dieform wire.
All fitted with turnbuckles and T-ball end fittings.
- Halyards

- Main halyard: 12 mm Spectra rope : Heavy duty shackle.
- Genoa halyard: 8 mm Spectra rope. Heavy duty shackle.
- Topping lift: 10 mm rope, Heavy duty shackle.
- Spinnaker Halyard: 12mm rope with snap-shackle spliced to end.

- Boom outhaul.
- 2 x mainsail single line reefing fitted.
- All halyards, reefing lines to be lead back to cockpit through turning blocks, rope clutches.
- Fully battened mainsail – Fibreglass sail battens.
- Mast adjustable ball bearing batten car.
- Cruising mainsail cover with integrated lazy jack system.
- Self-tacking headsail. Curved headsail traveller track with end stops. Control sheet to cockpit.
- Headsail furler.

4. DECK EQUIPMENT:

- Aluminium Hatches & portholes (9 in total)

4 x Forward Hatches 470mm x 470mm
 2 x Mid cabin hatches 470mm x 470mm
 1 x Port Bathroom window hatch 507mm x 377mm
 1 x Galley window hatch 507mm x 377mm
 2 x Aft Cabin window hatch (1 x Port, 1 x Starboard) 507mm x 377mm

- Fibreglass Deck Hatches:

Forward anchor & storage hatches x 5

- Cockpit storage hatches
- Cockpit Icebox & hatch
- 6 x Docking cleats. Each side: bow, stern & amidships.
- 1 x Heavy duty mooring cleat on forward walkway.
- Ventilation: 2 x forward cabin hatch vents.
- Mast base turning blocks. All halyards & sail controls to cockpit.
- 12 x Rope clutches.
- Manual Sheet winches: 2 x 46ST – 2 speed self tailing & 2 x 40ST – 2 speed self tailing.
- Stanchions/Rails: High quality stanchions, bow rails and stern rails with 3 life-lines. 700mm high to meet Australian survey requirements..
- 2 x transom access gates with pelican hook releases.
- Aft swim ladder: folding stainless aft swim ladder.

5. FORWARD BEAM, CATWALK AND TRAMPOLINES:

- Forward beam section 125 x 3mm.

Adjustable pelican striker and cable.

- 1 x Mooring rollers above foredeck.
- 2 x Anchor roller under deck. Permanent stowage position for 45lb CQR anchor. (cheeks 75mm high).
- Catwalk in foam-sandwich fibreglass.
- Plastic coated open weave trampolines.

6. AFT BEAM AND DECK:

- Moulded fibreglass Targa Bar with curved mainsheet track.
- Dinghy davits shall be fitted.

7. RUDDER SYSTEM:

- Twin raised helm stations
- 2 X 32" composite steering wheels.
- Both wheels independently linked to steering system. – system offers back-up redundancy.

8. INTERIOR FINISH

- Luxury finish interior.
- Sides and cabin top lined with vinyl or moulded gelcoat.
- Floors: Common area soles simulated timber.

9. SALOON

- Timber dining table: Lowers to create coffee table or double bed.
- Upholstered settee with day lounge

- Cocktail cabinet/storage under day lounge
- Timber chart table
- Forward opening windows in 10mm toughened glass in marine anodised aluminium frame. Side windows in 6mm toughened glass.
- Simulated timber flooring.
- Saloon / cockpit doors: Moulded gelcoat tri-fold doors. Complete with folding mechanism for folding into Targa walkway.

10. GALLEY

- Spacious galley with co-ordinated Polystone counter surfaces, timber accents.
- Three (3) burner LPG stove. Stainless steel pot holders. Flame failure device to shut off LPG immediately in event of flame going out.
- Double bowl stainless steel sink.
- Pressure hot & cold fresh water system. Single lever mixing tap.
- Refrigerator: Front opening upright fridge 130 litres.
- Bench top freezer 140L
- Under bench storage with timber door fronts & cutlery drawers.
- Inboard side of galley: Over-bench cupboard with sliding door fronts.
- Simulated timber flooring.
- LPG solenoid control in galley.

11. SLEEPING CABINS:

- Timber doors on all private cabins.
- Port & Starboard fwd cabins : Each queen sized bed (2050mm x 1540mm)
- Aft Starboard cabin : Double bed (1990mm x 1230mm)
- Mattresses to be 150mm (6") quilted foam upholstered.
- Cabins lined.
- Recessed 12volt lighting.
- Storage/Cupboards.
- Simulated timber flooring.

12. PORTHEAD

- Timber lockable door.
- Manual toilet. Discharge via holding tank.
- Holding tanks built in. Discharge Pump out by shore station or directly overboard. Port 130L and Stb 110L.
- Pipes, skin fittings and sea-cocks are easily accessible and to meet survey requirements.
- Vanity basin with pressure hot & cold water.
- Wall mounted shower head & mixer tap.
- Electric shower bilge pump with direct overboard discharge.
- Large quantity cupboards / shelves to very high quality.
- Toilet roll holder, towel rack & mirror mounted.

13. STARBOARDHEAD :

- Timber lockable door.
- Manual toilet. Discharge via holding tank.
- Holding tank built in. Discharge Pump out by shore station or directly overboard.
- Pipes, skin fittings and sea-cocks to be easily accessible and to meet survey requirements.
- Vanity basin with pressure hot & cold water. Shower head and basin mixer tap with electric shower bilge pump.
- Cupboard/shelves to very high quality.
- Toilet roll holder, towel rack & mirror mounted.

14. LIGHTING/ELECTRICAL SYSTEM:

- High quality DC electrical switch panel with circuit breakers, LED indicator lights and voltage display.
- Marine grade tinned electrical wiring with extensive use of heat sealed connectors..
- Batteries x 3 comprising: House System (400 amp hrs) : 2 x 200 amp hr AGM (Absorbed Glass Matt) deep cycle / heavy duty batteries. One engine cranking battery – 700 CCA AGM.
- 230amp heavy duty isolation switch.
- BEP Battery Monitor
- 12 V lighting : Numerous 12V LED interior lamps and courtesy lights throughout including recessed lights in cockpit. Dome lights in cockpit. (All lights except fluros are LED)
- 4 x 12V Outlets.
- Survey approved LED navigation lights. Port & Starboard mounted on bow rails.
- Deck floodlight mounted on spreaders.
- Mast head anchor / riding light.
- 2x 125w Solar Panels and 40amp regulator.

15. PUMBING /FRESH WATER TANKS:

- Pressure hot & cold water system. Hot water storage system (40 litre / 8.8 gallons) . Hot & cold water to galley and both bathrooms.
- Galley fresh water tap is lever type (Flickmaster or similar).

- Fresh water tank: 700 litres (156 gallons). Remote deck filler.
- Electric fresh water pump.
- Electric bilge pumps (2) with controls integral with master battery switch panel. Float Switches (2).
- Manual bilge pumps (2) in each hull.
- Through-hull fittings to Australian & CE survey standard.
- Manual toilets in each head.
- Port bathroom with separate shower stall. Starboard bathroom with dual purpose faucet & shower.
- Electric sump pump for shower drain.
- 2 x LPG bottles – 4.5kg galvanised.
- Fresh water tank gauge.

16. ENGINES:

- Twin Yanmar 29hp saildrive diesel engines. Fresh water cooling, rubber isolation mounts on reinforced fibreglass bed with integral oil drip pan.
- Three bladed fixed aluminum propellers.
- Fuel tanks: Total 440 litres (98 gallons) in two survey approved pressure tested aluminium tanks. Fuel gauges fitted.
- Water intakes for engines protected by external strainer. (1 per engine)
- Twin primary Racor (or similar) water separator / fuel filters, secondary engine fuel filters. Engine, fuel tank & fuel line installation to Australian standards.
- Console mounted engine instruments with electric tachometers, engine monitoring & warning systems, engine hour meters.

17. NAVIGATION:

- Twin steering compasses.
- DSC VHF radio.

18. ANCHORING /MOORING:

- Electric anchor winch with chain & gypsy. Located under locker to give clean deck. Primary anchor is 45 lb CQR type with 55 mtrs x 8mm short link galvanised chain.
- Primary anchor is stored in a specially designed anchor roller under the forward beam.
- Anchor winch has foot switch at the winch plus a remote up / down control at the helm station.
- 3 x PVC Inflatable Fenders
- 4 x Mooring lines (each 15 metres x 14mm).

19. ANTIFOULING / STRIPING:

- Epoxy barrier coat plus 2 coats of high quality Altex antifouling bottom paint.
- Seawind 1260 decals on each hull and stern.

DISCLAIMER : The specifications above may change at Seawind Catamarans discretion.

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Seawind 1260 May 2021 (SC696) - ADDENDUM 2

USD

BASE Price	SEAWIND	###		\$	430,000
ANCHORING OPTIONS	PART #	QTY			
ADDDITIONAL CHAIN (55M TO 80M 8MM)	16637	1	\$	225	\$ 225
ANCHOR BRIDLE	16861	1	\$	438	\$ 438
PRIMARY ANCHOR UPGRADE TO 48LBS SARCA EXCEL	OP126031	1	\$	640	\$ 640
WINDLASS - UPGRADE WITH CAPSTAIN	17190	1	\$	270	\$ 270
COMFORT OPTIONS	PART #	QTY			
COCKPIT SIDE CLEAR	13742	1	\$	870	\$ 870
FAN CAFRAMO SIROCCO	12882	5	\$	173	\$ 865
INSECT SCREEN FOR FWD OPENING WINDOWS	16562	1	\$	570	\$ 570
SCREEN HATCH SKY - BLACKOUT/INSECT (1)	15956	5	\$	289	\$ 1,445
SCREEN INSECT - SIDE HATCH (3)	17542	1	\$	283	\$ 283
SCREENS CABIN'S PRIVACY (6)	16945	1	\$	1,093	\$ 1,093
SCREENS MIDSHIPS PRIVACY (4)	16245	1	\$	730	\$ 730
SCREENS SALOON SHADE CLIP ON	14993	1	\$	689	\$ 689
SCREENS TOILET PRIVACY (3)	15926	1	\$	703	\$ 703
ELECTRICAL OPTIONS	PART #	QTY			
ADDDITIONAL 12V USB OUTLET	18397	3	\$	54	\$ 162
ADDDITIONAL 12V/ 24V USB-C TYPE OUTLET	22525	2	\$	70	\$ 140
BATTERY AGM ADDITIONAL 225AH	14992	1	\$	998	\$ 998
BATTERY CHARGER / INVERTER: MASTERVOLT 12V/2600W/60AMP (220V) WITH CONTROLLER	15898	1	\$	3,890	\$ 3,890
INTERIOR MOOD LIGHTING - WHITE	16184	1	\$	558	\$ 558
LED HELLA STERN MOUNTED SQUID LGHT	15439	1	\$	389	\$ 389
LED HELLER MEGA BEAM DECK LIGHT UPGRADE	16185	1	\$	380	\$ 380

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SHORE POWER & DOUBLE GPO 3X 240V 50HZ INC GAVANIC BLOCKER	13131	1	\$ 2,830	\$ 2,830
SOLAR PANEL UPGRADE FROM 2 X 125W TO 4 X 200W & MPPT CONTROLLER	15142	1	\$ 2,777	\$ 2,777
ENGINES OPTIONS	PART #	QTY		
PROPELLER 3 BLADE GORI FOLDING UPGRADE	14805	1	\$ 2,479	\$ 2,479
ENTERTAINMENT OPTIONS	PART #	QTY		
STEREO/TV/DVD/CD 22" WIDE SCREEN LCD HD ENTERTAINMENT SYSTEM INC DIGITAL ANTENNA	13839	1	\$ 2,661	\$ 2,661
FABRIC SELECTION - SAIL BAG OPTIONS	PART #	QTY		
SUNBRELLA CANVAS CAPTAIN NAVY	13666	1		\$-
FABRIC SELECTION - INTERIOR OPTIONS	PART #	QTY		
SUNBRELLA CANVAS ABYSS	22503	1		\$-
LPG OPTIONS	PART #	QTY		
COOKOUT BBQ	19243	1	\$ 1,250	\$ 1,250
LPG OVEN	12956	1	\$ 1,570	\$ 1,570
NAVIGATION OPTIONS	PART #	QTY		
B&G NAVIGATION PACKAGE WITH 7" PLOTTER, TRIDATA AND AUTOPILOT	17653	1	\$ 7,735	\$ 7,735
B&G V60-B VHF RADIO UPGRADE INCLUDING AIS	17460	1	\$ 1,620	\$ 1,620
NAVIONICS+ CHARTS (select location)	17541	1	\$ 375	\$ 375
B&G Additional 4.5" Multifunction Display	19432	1	\$ 750	\$ 750
UPGRADE TO 12" ZEUS3 CHARTPLOTTER	17475	1	\$ 3,423	\$ 3,423
B&G HALO20+ RADAR	17476	1	\$ 2,845	\$ 2,845
B&G VHF WIRELESS HANDSET AT HELM	22318	1	\$ 299	\$ 299
PLUMBING OPTIONS	PART #	QTY		
DECK WASH FRESHWATER	12890	1	\$ 270	\$ 270
ELECTRIC TOILET XL QUIET FLUSH UPGRADE (2)	12870	1	\$ 1,950	\$ 1,950
GALLEY CHARCOAL FILTER WITH SPIGOT	13785	1	\$ 233	\$ 233
TRANSOM SHOWER (HOT & COLD)	19706	1	\$ 475	\$ 475
SAFETY OPTIONS	PART #	QTY		

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0.9kg FIRE EXTINGUISHER STORAGE BOX INSTALLATION	13060	3	\$ 70	\$ 210
DINGHY HIGHFIELD CL340BLT- HYPALON	16895	1	\$ 5,375	\$ 5,375
DINGHY MOTOR CRANE	1316	1	\$ 530	\$ 530
DINGHY OUTBOARD BRACKET	SW-OPT305	1	\$ 548	\$ 548
DINGHY WHEELS	17124	1	\$ 205	\$ 205
DROGUE ATTACHEMENT POINTS	20465	1	\$ 1,230	\$ 1,230
SAIL HARDWARE OPTIONS	PART #	QTY		
GENOA DECK FITTING 1250/1260 KIT	16549	1	\$ 901	\$ 901
JIB CLEW CONTROL SYSTEM	20521	1	\$ 605	\$ 605
MAST HEAD WINDEX	14645	1	\$ 156	\$ 156
MAST STEPS AT MAST HEAD	16042	1	\$ 289	\$ 289
MAST STEPS TO SPREADER	15251	1	\$ 521	\$ 521
MPS DECK FITTING KIT	14312	1	\$ 1,176	\$ 1,176
WINCH EVO 50 ELECTRIC UPGRADE (1)	20089	2	\$ 3,555	\$ 7,110
SHIPPING/COMMISSIONING OPTIONS	PART #	QTY		
PROPSPEED	SW-OPT027	1	\$ 1,476	\$ 1,476
SHIPPING CRADLES + LOADING & HANDLING	16031	1	\$ 3,750	\$ 3,750
TOTAL EX FACTORY (USD)				\$ 502,962
				(USD, EXC GST & SHIPPING)
AUSTRALIAN SUPPLIED ITEMS				
COMMISSIONING				\$ 26,000
				(AUD, EXC GST)

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ADDENDUM 3

MANUFACTURER'S WARRANTY PROVIDED BY SEAWIND GROUP HOLDINGS PTY LTD

1. LIMITED ONE YEAR WARRANTY

THE BUILDERS warrants to the first-use Purchaser and any subsequent owner during the warranty period, that any part manufactured by THE BUILDERS will be free of defects in material and workmanship for a period of twelve (12) months from the date of delivery to the first use Purchaser under normal use and service. THE BUILDERS's sole obligation under this warranty shall be limited to replacing, correcting or repairing any part manufactured by THE BUILDERS which is determined by THE BUILDERS to be defective by reason of faulty workmanship or material.

2. LIMITED THREE YEAR BLISTER WARRANTY

THE BUILDERS further warrants, for a period of three (3) years, that the hull manufactured by THE BUILDERS will be free of gelcoat voids or blisters. THE BUILDERS's obligation under this warranty shall be limited to repairing the void or blister and available to the first-use Purchaser only.

3. LIMITED FIVE YEAR HULLS STRUCTURAL WARRANTY

THE BUILDERS warrants to the first-use Purchaser only during the warranty period that the hulls, beams, deck and furniture of the Vessel shall be free of any structural failure during normal operation for a period of five (5) years from the date of delivery to the first-use Purchaser. THE BUILDERS's obligation under this warranty shall be limited to replacing, correcting, or repairing any part which, in the judgment of THE BUILDERS, by its failure, has impaired the structural integrity. This is the Purchaser's sole and exclusive remedy.

This structural failure warranty shall be voided if THE BUILDERS should determine that said components have been subjected to any abuse, including but not limited to collision with other Vessels, structures or objects. The warranties are expressly conditioned upon the Purchaser's Proper Use of the Vessel, meaning the Purchaser must use the Vessel and operate it as directed in and after reviewing the Manuals, and perform maintenance to the Vessel and accessories as recommended in the Manuals.

Purchaser shall be responsible for returning the Vessel, or any defective part, to THE BUILDERS's plant, for any warranty repairs, with all transportation charges paid by Purchaser. THE BUILDERS may, at its option, direct the Purchaser to transport the Vessel to an independent repair facility for any needed replacements, corrections or repairs.

Purchaser agrees to promptly notify THE BUILDERS of any condition or part which Purchaser believes to be defective within thirty (30) days of discovering the defect.

4. RESTRICTIONS APPLICABLE TO WARRANTIES

The following are not covered under the limited warranties:

- 1) Problems caused by accident, misuse, neglect, improper maintenance, storage, cradling or blocking, negligent or improper operation, normal wear and tear, improper repair, corrosion, electrolysis, or improper modification by persons other than THE BUILDERS employees.
- 2) Any discoloration, crazing or cracking on all exterior finishes (including paint, gelcoat and anodizing). Only the best gelcoats and paints are used but they cannot be warranted as they may be affected by climate or other factors beyond the control of THE BUILDERS.
- 3) Any damage caused by improperly rigging, transportation or launching.
- 4) Defects or faulty workmanship caused by persons other than the manufacturer, a current authorized dealer, or a repair facility approved by the manufacturer, in modifying or in adding equipment to the Vessel or altering equipment on the Vessel, whether or not such equipment was supplied by the manufacturer.

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- 5) Any costs of transportation, hauling, launching, owner or crew transport, meals or lodging, storage, dockage, loss of time, loss of income, or similar costs.
- 6) Vessels used for commercial activities, including charter, except as allowed under the Limited One Year Warranty above.

5. LIMITATIONS OF LIABILITY

Purchaser and THE BUILDERS agree that the foregoing warranty is expressly in lieu of any and all other representations, warranties or conditions expressed or implied, including any implied warranties or conditions of merchantability or fitness for a particular purpose, and is in lieu of any obligations or liabilities of THE BUILDERS to purchaser whether for loss of use of the vessel, loss of time, inconvenience, commercial loss, or direct, special or consequential damages or otherwise arising out of the use of the vessel. The purchaser specifically acknowledges and agrees that the foregoing shall survive any fundamental breach of this agreement. In some jurisdictions, the manufacturer is prohibited from excluding or limiting implied warranties. In those jurisdictions the manufacturer expressly limits any implied warranties to the greatest extent and to the shortest duration allowed by law.

6. WARRANTY AND TRANSFER

The limited warranties will be transferred to a subsequent Purchaser of the Vessel if the Vessel is transferred within 12 months on the following terms:

- 1) A notice of transfer of ownership is given, in writing, by the subsequent Purchaser to THE BUILDERS within 30 days of the transfer.
- 2) The notice shall include the hull number, model number, and seller of the boat; and the name, address and telephone number of the subsequent Purchaser.

7. PRE-APPROVAL OF WARRANTY REPAIRS

All warranty repairs and replacements will be made by an authorized agent, or at the option of THE BUILDERS, at the THE BUILDERS's plant, or as an alternative, a repair facility approved by THE BUILDERS. Transportation costs to and from the place of repair shall be paid by the owner. Under no circumstances shall a repair intended to be claimed as warranty proceed without the prior written approval of a representative of THE BUILDERS.

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