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## CONDITIONS OF SALE – VESSEL BUILDS

1. The contract price remains fixed for the duration of this contract notwithstanding any delays resulting from the Purchasers non-compliance with any of the terms of this contract. Any increases in costs attributable to such delays will be to the Purchaser's account.
2. The Purchaser agrees to strictly abide by the terms of payment as set out in the face hereof. Failure by the purchaser to pay within seven days of the specified stages shall entitle the builder to suspend all work until payment is received. If the payment is not received within fourteen (14) days from the first day of default the Builder shall be entitled to consider this contract null and void and may in his discretion and without further notice sell the boat as it stands or complete it. Property in the boat shall not pass to the Purchaser until completion for this contract.
3. In the event that the Purchaser requires any additions, deletions or variation (herein "variations") to the boat as described such variations shall be incorporated only at the discretion of the Builder and shall be chargeable at the Builders standard rates. Payment for all such variations shall be payable as described on the face hereof. NO variation shall vitiate this contract.
4. The delivery date set out herein is the Builders estimate only and is subject to delays from any causes beyond the builders control including (without limiting the generality of the foregoing) delays caused by defence priorities, strikes, lock-out shortages, commotion, inclement weather, accident, intentional act of third party, variations, non-arrival or non availability of materials or force majeure.
5. The Purchaser warrants he has not been induced by any prior representation by the Builder or its servants or agents as to the performance, seaworthiness, or suitability of the boat for any purpose which the Purchaser may have stated prior to or at the time of entering into this contract and has relied solely upon his own advice and assessment or that of any expert which the Purchaser may have employed and further that the Builder or his agents have not been relied upon to advise the Purchaser nor does the Builder owe any duty of care to the Purchaser in respect of any representations made by the Builder, concerning this contract or the boat except as contained herein.
6. The Builder warrants the boat to be free from defects in materials and labour supplied by the Builder for a period of twelve (12) months from the date hereof and undertakes to repair such defect free of charge provided that the boat is delivered to a slipway to be nominated by the Builder. Where the materials or labour have been supplied by another manufacturer the Builders warranty is limited to the warranty given by the manufacturer. Any rights to warranty may be forfeited by the Purchaser in the event of failure to maintain routine maintenance procedures and legal and safe operating practice.
7. All other warranties or conditions express or implied, other than those set out herein, or any liability for consequential loss in respect of breach by the Builder of any terms hereof are expressly exclusive except such warranties which are implied and unable to be excluded by reason of the Trade Practises Act as amended.
8. The Builder shall be liable for and indemnify the Purchaser against any legal liability, loss, claim or proceedings whatsoever arising under any statute or at Common Law in respect of personal injury or death of person whomsoever arising out of or in the course of the building of the boat unless due to any act of the Purchaser or any persons employed directly by him including any person other than the Builder whom the Purchaser is responsible under any statute relating to Worker's Compensation or Employers Liability.
9. The Builder agrees to insure and keep insured the boat against theft, loss or damage caused by fire, storage or act of a third party between the date hereof and the date of delivery. Should the Purchaser or his agent or any person authorised by him take possession of the boat or any part thereof prior to delivery the Builder shall not be liable for any injury or death of any persons or loss or damage to property which may be occasioned by such possession.
10. The Purchaser agrees to grant a lien to the Builder for the purpose of securing payment of any debt outstanding by the Purchaser arising out of or in connection with this contract after possession for the boat passes to the Purchaser and appoints the Builder to be his agent for the purpose of delivering up possession of the boat to effect such lien.
11. In the event that any dispute or difference shall arise between the Purchaser and the Builder either during the progress of the building of the boat or after completion, termination, abandonment or breach the contract as to the construction or quality of the boat or as to any matter or thing of whatsoever the contract as to the construction or quality of the boat or as to any matter or thing of whatsoever nature arising, thereunder, then either party shall give the other a notice in writing of such dispute or difference and at the expiration of seven (7) days unless otherwise settled such dispute shall be hereby submitted to Arbitration by an Arbitrator appointed under terms of the Arbitration Act1895 (as amended) of Western Australia.
12. The Award by such Arbitrator made shall be final and binding on both parties. Neither party shall be entitled to commence or maintain any action upon the dispute or difference until such matter has been referred or determined as hereinbefore provided and then only for the amount of relief to which the Arbitrator finds either party is entitled and the costs of the submission reference and Award and the apportionment thereof shall be in the discretion of the Arbitrator.
13. Upon any dispute or difference being unresolved and referred to Arbitration by either party the Purchaser shall pay any amount involved by the Builder remaining unpaid into a savings account styled "(the Purchasers name) and (the Builders name) Joint Account" as nominated by the Arbitrator, to which account all three, the Builder, the Purchaser and Arbitrator shall be signatories, any two of whom may jointly authorise a withdrawal, to abide the decision of the Arbitration failure to pay the sum as provided shall be an absolute bar to any claim or defence to a claim by the Purchaser under the Arbitration.