

**ANCASTA INTERNATIONAL BOAT SALES LIMITED
STANDARD CONDITIONS OF SALE**

This document is intended to create a legally binding contract; if you are unsure of any of the conditions you are advised to take appropriate legal advice.

1. **INTERPRETATION**

In these Standard Conditions of Sale ("**Conditions**"):-

- 1.1 "**Boat**" means the boat and any other components, products or other items or services which the Vendor is to supply in accordance with the Contract
- 1.2 "**Contract**" means the contract between the Vendor and the Purchaser for the sale and purchase of the Boat comprised of the Vendor's purchase order form to which these Conditions are annexed ("**Order Form**"), incorporating these Conditions, provided it has been signed and accepted by the Vendor and the Purchaser (the date of the second signature being the "**Contract Date**")
- 1.3 "**Delivery**" means handover of the vessel by the Vendor to the Purchaser or their nominated representative as set out in Condition 5.
- 1.4 "**Deposit**" includes any part payment or holding deposit or any other sums received and considered as part of the deposit
- 1.5 "**Force Majeure**" means any circumstances beyond the reasonable control of the Vendor including, without limitation, war or threat of war, actual or threatened terrorist activity, any form of industrial action, disaster, adverse weather conditions, act of God or act of governmental or other regulatory bodies
- 1.6 "**Price**" means the purchase price of the Boat (including Value Added Tax, if applicable, separately itemised and at the rate payable on the date of full payment) as set out in the Order Form, plus:-
 - 1.6.1 the costs of insurance, as notified in writing to the Purchaser by the Vendor; and
 - 1.6.2 the charges for packing, loading, unloading, carriage, effecting delivery and commissioning of the Boat in accordance with these Conditions, such charges to be notified in writing to the Purchaser by the Vendor, unless already included within the purchase price set out in the Order Form and itemised accordingly.
- 1.6.3 For the avoidance of doubt it is the vendor's company policy not to take cash payments
- 1.7 "**Property**" means the legal and equitable title
- 1.8 "**Purchaser**" means the person who accepts the Vendor's written quotation for the sale of the Boat or whose written order for the Boat is accepted by the Vendor
- 1.9 "**Vendor**" means Ancasta International Boat Sales Limited (English registered company number 02560541) and any of the subsidiaries (as defined by Section 736 Companies Act 1985) and/or any associated companies (as defined by Section 416 Income and Corporation Taxes Act 1988) from time to time.
- 1.10 "**Writing**" includes facsimile transmission ("**fax**") but not electronic mail
- 1.11 A reference to any provision of a statute shall be construed as a reference to that provision as it is in force at the relevant time taking account of any amendment, re-enactment or extension
- 1.12 Except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting any gender include all genders and any reference to a "**person**" includes an individual, firm, corporation and/or other legal entity
- 1.13 References to a numbered Condition are to that condition in these Conditions
- 1.14 The headings are for convenience only and shall not affect the interpretation of these Conditions

2. **BASIS OF THE SALE**

- 2.1 The Vendor shall sell and the Purchaser shall buy the Boat in accordance with the Contract, which shall constitute the entire agreement and understanding between the parties relating to the subject matter of the Contract. These Conditions shall govern the Contract to the exclusion of all other terms and conditions (including any terms or conditions which the Purchaser may purport to apply under any documentation or otherwise)
- 2.2 No variation or addition to these Conditions shall be binding unless contained on the face of the Order Form or set out in a written instrument and, in each case, signed by a Director of the Vendor
- 2.3 The Vendor's employees, agents and representatives are not authorised to make any statements, promises or representations concerning the Boat. In entering into the Contract, the Purchaser acknowledges that it has not relied on any statement, promise or representation which has not been confirmed by the Vendor to the Purchaser in writing. Nothing in this Condition 2 shall exclude or limit the Vendor's liability for fraudulent misrepresentation

3. **ORDERS**

- 3.1 The Vendor shall be under no liability for an order received, nor shall it be deemed to have accepted any order, unless and until an authorised representative of both the Vendor and the Purchaser have signed the Order Form and the deposit referred to in Condition 4.1 has been received in cleared funds into the Vendor's nominated bank account
- 3.2 Any offer or quotation given by the Vendor in any Order Form may be withdrawn at any time prior to signature and return of such Order Form by the Purchaser, and will automatically and without notice be withdrawn and become incapable of acceptance by the Purchaser if such Order Form has not been signed by the Purchaser and received by the Vendor within fourteen days of the date of posting by the Vendor
- 3.3 Subject to Condition 7, the quantity, quality and description of and any specifications relating to the Boat shall be those set out in the Order Form. The Purchaser shall ensure that the terms of its order and any applicable specification are complete and accurate
- 3.4 No Contract may be cancelled or varied by the Purchaser except with the agreement in writing of a senior manager of the Vendor and on terms such that the Purchaser will indemnify the Vendor and keep it fully and effectively indemnified against all losses (including loss of profits), costs, damages, charges and expenses incurred by the Vendor as a result of such cancellation or variation

4. **PRICE and PAYMENT**

- 4.1 On the Contract Date, the Purchaser shall pay to the Vendor 20% of the Price as a non-transferable non-refundable deposit. The Purchaser shall pay to the Vendor the balance of the Price in full without any deduction within 7 days after receipt of a reminder of balance due being issued by the Vendor and time for payment shall be of the essence
- 4.2 The Vendor shall be under no obligation to deliver the Boat to the Purchaser unless and until the Purchaser shall have paid the Price in full
- 4.3 No payment shall be deemed to have been received until the Vendor has received cleared funds
- 4.4 Failure by the Purchaser to pay the Price or any part of the same (including any Part Exchange Allowance which has been converted by the Vendor into an obligation on the Purchaser to pay in cash under Conditions 4.5, 4.6 or 4.7) shall entitle the Vendor, without prejudice to any other right or remedy available to the Vendor, at its sole discretion, to:-
 - 4.4.1 suspend any outstanding work or deliveries or cancel the Contract; and/or
 - 4.4.2 charge interest both before and after judgment on the sum outstanding at the rate payable under the Late Payment of Commercial Debts (Interest) Act 1998, as if such Act applied and whether or not it is necessary for the Vendor to issue proceedings for recovery of any amount due

and, for the avoidance of doubt, the Purchaser shall not be entitled to apportion any part of the Price which it may have paid to any particular part or component of the Boat so as to be able to claim that it has purchased any such part or component

- 4.5 Where the Vendor agrees to accept a boat ("**Part Exchange Boat**") in part payment of the Price ("**Part Exchange Allowance**"), the Vendor shall have the right to have the Part Exchange Boat inspected and surveyed ("**First Survey**") within a reasonable time of the Contract Date. Any agreement by the Vendor to accept the Part Exchange Boat shall be conditional on the First Survey being satisfactory (in which event the Vendor shall confirm to the Purchaser the amount of the provisional Part Exchange Allowance) and notwithstanding such provisional allowance notified to the purchaser, acceptance shall be further conditional on Condition 4.6. The Vendor shall have the right at its sole discretion and without prejudice to any other right or remedy available to it to reject the Part Exchange Boat, whereupon the Part Exchange Allowance shall be payable in cash as the balance of the Price
- 4.6 The Vendor shall have the right to have the Part Exchange Boat surveyed a second time prior to the delivery date for the Boat ("**Second Survey**") and if, in the sole opinion of the Vendor, there shall have been any material deterioration in the condition of the Part Exchange Boat or the engines in the case of a motor vessel being taken in part exchange between the dates of the First Survey and the Second Survey the Vendor shall endeavour to negotiate with the Purchaser a reduced Part Exchange Allowance for the Part Exchange Boat. Where the Part Exchange Boat is a motor vessel, it shall be the responsibility of the Purchaser to maintain the engines in accordance with the Manufacturers' instructions/warranty while the vessel is in his care. If the Vendor and Purchaser do not agree upon a reduced Part Exchange Allowance the Vendor shall have the right at its sole discretion and without prejudice to any other right or remedy available to it to reject the Part Exchange Boat, whereupon the Part Exchange Allowance shall be payable in cash as the balance of the Price
- 4.7 The agreement of the Vendor to accept a Part Exchange Boat shall be further conditional upon the Purchaser producing proof of VAT status and passing good and clear title to the Part Exchange Boat to the Vendor on delivery and proving such good and clear title and VAT status prior to the delivery date, in default of which the Vendor's agreement to accept the Part Exchange Boat shall be null and void and of no effect and the Part Exchange Allowance shall be payable in cash as the balance of the Price

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- 4.8 Payments by letter of credit ("**Letter of Credit**") shall only be permitted if stipulated in the Order Form. In such a case all costs including bank charges shall be for the account of the Purchaser and all Letters of Credit shall be:-
 - 4.8.1 in favour of the Vendor;
 - 4.8.2 consistent with these Conditions;
 - 4.8.3 in sufficient amounts and for the period necessary to meet with all payment obligations of the Purchaser under these Conditions;
 - 4.8.4 irrevocable, transferable and divisible; and
 - 4.8.5 issued or confirmed by a bank in London acceptable to the Vendor within fifteen days after the Contract Date

5. **DELIVERY**

- 5.1 Without prejudice to Condition 4.2, delivery of the Boat to the Purchaser shall be made at the Vendor's place of business by the Purchaser accepting delivery of the Boat within 14 days after the Vendor has notified the Purchaser that the Boat is ready for collection or, if some other place for delivery is agreed in writing by the Vendor, by the Vendor delivering the Boat to that place. It shall be sufficient proof of delivery for the Vendor to obtain the signature on its acceptance of handover note of either the Purchaser or such person as may be nominated by the Purchaser in advance of delivery either on collection of the Boat at the Vendor's place of business or at the agreed alternative place of delivery, as the case may be. The time of signature shall be the "**time of delivery**"
- 5.2 Any dates specified for delivery of the Boat are an estimate only and any failure to comply with such dates shall not constitute a breach of the Contract. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Vendor in writing. If no dates are specified, delivery shall be within a reasonable time having regard to the normal time for delivery for that particular Boat from that particular manufacturer. The Boat may, at the Vendor's option, be delivered by the Vendor and paid for by the Purchaser in advance of any specified delivery date by the giving of reasonable notice to the Purchaser
- 5.3 The Vendor shall not be liable for any direct, indirect or consequential loss, costs, damages, charges or expenses caused by any delay in delivery of the Boat howsoever caused, nor shall any delay entitle the Purchaser to terminate or rescind the Contract unless such delay exceeds 90 days
- 5.4 Where the Purchaser fails to take delivery of the Boat when it is ready for collection, or the Vendor is unable to deliver the Boat because the Purchaser has failed to give the Vendor adequate delivery instructions, documents, licences or authorisations, without prejudice to any other right or remedy available to the Vendor, the Vendor may at its option:-
 - 5.4.1 store the Boat until actual delivery and charge the Purchaser for the costs (including insurance) of storage; or
 - 5.4.2 sell the Boat either by auction or through private treaty at the best price readily obtainable and (after deducting all storage and selling expenses) account to the Purchaser for any excess over the Price or charge the Purchaser for any shortfall below the Price

6. **RISK and THE PASSING OF PROPERTY**

- 6.1 The risk in the Boat shall pass to the Purchaser from the time of delivery
- 6.2 Without prejudice to Condition 4.2, in the event of delivery of, and the passing of the risk in, the Boat prior to receipt by the Vendor of the Price, notwithstanding any other provision of these Conditions, the Property in the Boat shall not pass to the Purchaser until the Vendor has received in cash or cleared funds or an irrevocable Letter of Credit payment in full of the Price. Until such time as the Property in the Boat passes to the Purchaser the following provisions of this Condition 6 shall apply
- 6.3 The Purchaser shall:-
 - 6.3.1 hold the Boat on a fiduciary basis as the Vendor's bailee;
 - 6.3.2 store the Boat properly and separately from any other boat belonging to the Purchaser or any third party, and in such a way that it remains readily identifiable as the Vendor's Property;
 - 6.3.3 keep the Boat protected, free from destruction or defacement and insured for its full price against all risks with the Vendor's interest in the Boat noted on the policy
- The Vendor shall have all rights of inspection necessary to ensure that the Purchaser has complied with this Condition
- 6.4 The Purchaser's right to possession of the Boat shall terminate immediately if the Purchaser:-
 - 6.4.1 has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory), or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part of the same, or documents are filed with the court for the appointment of an administrator of the Purchaser or notice of intention to appoint an administrator is given by the Purchaser or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding up of the Purchaser or for the granting of an administration order in respect of the Purchaser, or any proceedings are commenced relating to the insolvency or possible insolvency of the Purchaser; or
 - 6.4.2 suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe or perform any of its obligations under the Contract, or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or ceases to trade; or
 - 6.4.3 without prejudice to Condition 4.2, fails to pay any balance of the Price outstanding to the Vendor within 14 days of the time of delivery
 - 6.4.4 encumbers or in any way charges the Boat
- 6.5 The Vendor shall be entitled to recover from the Purchaser payment of the Price notwithstanding that Property in the Boat has not passed from the Vendor
- 6.6 The Purchaser grants the Vendor, its agents and employees an irrevocable licence at any time to enter any premises where the Boat is or may be stored in order to inspect it, or, where the Purchaser's right to possession has terminated, to recover it, in which event the Purchaser shall deliver up to the Vendor any and all documents of title in its possession or under its control
- 6.7 On termination of the Contract, howsoever caused, the Vendor's (but not the Purchaser's) rights contained in this Condition 6 shall remain in effect

7. **SPECIFICATIONS**

- 7.1 All specifications are approximate only and are subject to normal margins of tolerance for the materials and construction in question. Whilst the Vendor will endeavour to supply the Boat in accordance with the specifications prevailing at the time of the Contract it reserves the right, notwithstanding the above, to vary the specifications without notice in the light of changes in technical knowledge, production techniques, Government or other regulations, consideration for safety or other reasonable cause. The delivery of the Boat conforming to the Vendor's prevailing design and specifications at the time of delivery shall be good and sufficient performance of the Contract by the Vendor
- 7.2 Any technical or other information contained in the Vendor's advertising, sales and technical literature is provided for general guidance only and forms no part of the Contract unless expressly agreed in writing by the Vendor. This is not a sale by sample

8. **WARRANTY**

- 8.1 The Vendor shall endeavour to transfer to the Purchaser the benefit of any manufacturer's warranty or guarantee ("**Manufacturer Warranty**") given to the Vendor in respect of the Boat, and the Purchaser shall in such case (and it is a condition of any liability of the Vendor under the Contract that it does) use its reasonable commercial endeavours to enforce the terms of the Manufacturer Warranty against the manufacturer prior to seeking any redress against the Vendor
- 8.2 The Purchaser undertakes to use and maintain the vessel in accordance with the warranty procedures as laid down by the manufacturer and the Vendor will not be held liable where the Purchaser breaches these procedures or where damage occurs as a result of poor maintenance
- 8.3 The Vendor undertakes to administer the warranty as provided by the manufacturer on behalf of the Purchaser. Where the manufacturer's warranty may be extended on condition of an inspection by the manufacturer's representative, such inspections may attract a nominal charge for which the Purchaser will be liable.
- 8.4 The Vendor shall not be liable for a breach of the Warranty unless:-
 - 8.4.1 the Purchaser gives written notice of the defect to the Vendor within fourteen days of the time when the Purchaser discovers or ought to have discovered the defect; and
 - 8.4.2 the Vendor is given a reasonable opportunity after receiving the notice of examining the Boat and the Purchaser (if asked to do so by the Vendor) returns the Boat (or any defective part of the same if such part is detachable without damage) to the Vendor's place of business (or to any other destination nominated by the Vendor) at the Vendor's cost of carriage for such examination to take place there. The risk of loss or damage to the Boat whilst in transit is to be borne by the Purchaser
- 8.5 The Vendor shall not be liable for a breach of the Warranty if:-
 - 8.5.1 the Purchaser makes any further use of the Boat after giving the notice in Condition 8.4.1 if to do so might worsen the alleged defect; or
 - 8.5.2 the Purchaser has not paid the Price in full; or

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- 8.5.3 the defect arises due to fair wear and tear, accident, wilful damage, acts of third parties, misuse, environmental conditions or other causes beyond the Vendor's control, or because the Purchaser failed to follow normal marine practice or the Vendor's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Boat; or
- 8.5.4 the defect was known to the Purchaser, or would have been apparent to the Purchaser on reasonable inspection of the Boat, prior to entry into the Contract; or
- 8.5.5 the Purchaser or any third party alters, repairs or replaces the Boat or any part of it without the prior written consent of the Vendor
- 8.5.6 the Purchaser or any third party uses the vessel within a commercial context whereupon the Vendor may reject any claims for warranty, whether or not such claims arose as a result of commercial use. The Vendor may at its sole discretion authorise a claim for warranty (For the avoidance of doubt, the term "commercial context" may include but is not limited to chartering both private and commercial, fractional ownership and multi membership schemes.)
- 8.6 Subject to the other Conditions contained in Clause 8, if the Boat or any part of it does not conform with the Warranty during the Warranty Period the Vendor shall at its sole option make good by repair or replacement (it being acknowledged that in respect of fabrics it may not always be possible to obtain identical matching colours or designs) any defects in the Boat which arise solely from faulty design (other than a design made, furnished or specified by the Purchaser), materials or workmanship ("**Guarantee**")
- 8.7 In the event that the Vendor elects to make good by repair or replacement any defects in the Boat under Condition 8.66, at the Vendor's sole option:-
- 8.7.1 such repair or replacement may be carried out locally to where the Boat is stored (by the Vendor or any local contractor of its choice) in which case the Purchaser shall grant the Vendor free and ready access to the Boat upon the Vendor giving not less than 24 hours prior notice without there being any requirement for the Purchaser to be present; or
- 8.7.2 the Purchaser shall (if asked to do so by the Vendor) return the Boat (or any defective part of the same if such part is detachable without damage) to the Vendor's place of business (or to any other destination nominated by the Vendor), in the case only of a Purchaser who is a consumer (as defined in Condition 8.10)at the Vendor's cost of carriage, for such repair or replacement to take place there. The risk of loss or damage to the Boat whilst in transit is to be borne by the Purchaser
- 8.8 Where the Vendor responds to a complaint which is not covered by the Warranty it reserves the right to charge the Purchaser at its normal rate for travel, subsistence, labour and materials in carrying out any inspection and rectification
- 8.9 If the Vendor complies with the Guarantee, it shall have no further liability for a breach of the Warranty in respect of the Boat. Any Boat or part of the same which has been replaced shall belong to the Vendor. Any repaired Boat or part of the same shall be guaranteed under the Guarantee for the unexpired portion of the Warranty Period only
- 8.10 Where the Purchaser contracting with the Vendor deals as a "consumer" within the meaning set out in Section 12 of the Unfair Contract Terms Act 1977 and/or in the Sale and Supply of Goods to Consumers Regulations 2002:-
- 8.10.1 the provision of the Guarantee does not affect the Purchaser's legal rights; and
- 8.10.2 the implied undertakings contained in Sections 13, 14 and 15 of the Sale of Goods Act 1979 shall not be excluded or restricted by reference to any term of this Contract
9. **LIMITATION OF LIABILITY**
- 9.1 Subject to Conditions 5 and 8, the following provisions set out the entire financial liability of the Vendor (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Purchaser in respect of:-
- 9.1.1 any breach of the Contract including these Conditions;
- 9.1.2 any use made or resale by the Purchaser of the Boat; and
- 9.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract
- 9.2 All warranties, conditions and other terms implied by statute, common law, custom, usage or otherwise (save for the conditions implied by Section 12 of the Sale of Goods Act 1979) are, subject to Condition 8.10 and to the fullest extent permitted by law, excluded from the Contract
- 9.3 Nothing in these Conditions excludes or limits the liability of the Vendor:-
- 9.3.1 for death or personal injury resulting from the Vendor's negligence; or
- 9.3.2 under Section 2(3) of the Consumer Protection Act 1987
- 9.3.3 for any matter in respect of which it would be illegal for the Vendor to exclude or attempt to exclude its liability; or
- 9.3.4 for fraud or fraudulent misrepresentation
- 9.4 Subject to Conditions 9.2 and 9.3:-
- 9.4.1 the Vendor's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Price; and
- 9.4.2 the Vendor shall not be liable to the Purchaser for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract
10. **RACING and CHARTERING**
- The Warranty shall not extend, where applicable, to the spars, sails, fittings and component parts of the Boat during any period in which the Boat is being used for the purpose of racing. If the Purchaser requires the Boat for use in races or other competitions such requirement must expressly be made known to, and subsequently accepted by, the Vendor in writing prior to signature of the Contract
11. **TERMINATION**
- If either party ("**Defaulting Party**") suffers any of the events set out in Condition 6.4.1 or makes default in or commits a breach of the Contract (and in the case of a breach capable of remedy fails to remedy such breach within 21 days of receiving notice of the breach requiring its remedy from the other party ("**Non Defaulting Party**")) the Non Defaulting Party may forthwith on giving written notice to the Defaulting Party terminate the Contract without incurring any liability to the Defaulting Party and without prejudice to either party's rights which may have accrued up to the date of termination
12. **ASSIGNMENT**
- The Contract is not assignable by the Purchaser without the prior written consent of the Vendor. The Vendor may without consent assign or sub-contract the Contract or any part of it to any person
13. **FORCE MAJEURE**
- The Vendor shall not be liable to the Purchaser for any delay or failure to perform under this Contract due to Force Majeure. Without limitation, the Vendor reserves the right to defer any specified date of delivery of the Boat or to cancel the Contract in an event of Force Majeure (without liability to the Purchaser). If the event of Force Majeure continues for a continuous period in excess of 90 days, the Contract shall be deemed mutually terminated between the parties without any liability on either side to the other party
14. **GENERAL**
- 14.1 All remedies available to either party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of any other remedies
- 14.2 Any indulgence granted by the Vendor to the Purchaser and any/or failure by the Vendor to insist upon strict performance of these Conditions shall not be construed as a waiver of any of the Vendor's rights or remedies
- 14.3 Any waiver by the Vendor of any breach of, or any default under, any provision of the Contract by the Purchaser shall be made in writing and shall not be deemed a waiver of any subsequent breach or default of the same or any other provision of the Contract
- 14.4 If any provision of the Contract is found by any court or other competent authority to be wholly or partly illegal, void or unenforceable it shall to the extent of such illegality, voidness or unenforceability be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect
- 14.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it
15. **PRIVACY**
- Disclosure of information: the Vendor may disclose the Purchaser's personal information (such as name, address, email address, mobile telephone number or any further details required) to any member of the group, including its subsidiaries, as defined in section 736 of the UK Companies Act 1985 in respect of goods and services appropriate to the purchase.
- Personal information will only be disclosed to third parties in the following circumstances:
- Pursuant to the management of the warranty on the vessel, we reserve the right to disclose personal data on to the relevant manufacturer.
- If Ancasta Group Limited alters substantially or all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.

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If we are under a duty to disclose or share personal data in order to comply with any legal obligation, or to protect the rights, property, or safety of Ancasta Group Limited.

15. **GOVERNING LAW and JURISDICTION**

The Contract shall be governed by and construed in accordance with English law and both parties irrevocably submit to the non-exclusive jurisdiction of the English courts in relation to this Contract and its subject matter. Where a dispute arises in relation to this contract which cannot be resolved by negotiation, the parties agree to submit to mediation or failing that arbitration under the BMF Dispute Resolution Scheme details of which are available from the British Marine Federation or www.britishmarine.co.uk

16. **NOTICES**

Any notice or other communication under these Conditions shall be in writing and shall be delivered by hand or sent by pre-paid first class post or by fax to the Vendor at Port Hamble, Satchell Lane, Hamble, Southampton, Hampshire, SO31 4QD (fax number +44 (0)2380 454 576) and to the Purchaser at the address and fax number notified on the Order Form. Notice shall be deemed to have been received if delivered by hand, on the day of delivery, if sent by fax, at the time of transmission (between the hours of 8 a.m. and 6 p.m.) and if sent by first class post two days (excluding Saturday, Sunday and any English public holiday) after posting.

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