

THE STANDARD CONTRACT FOR USED YACHTS



Fair for buyers and sellers:

- Legally enforceable contractual arrangement
- Fillable Transfer Certificate
- Clear regulation on the transfer of ownership

Boat insured with Pantaenius?

We provide one month's free liability and / or hull protection


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pantaenius.de


PANTAENIUS
YACHTVERSICHERUNGEN



BUY AND SELL. BUT DO IT RIGHT!

Dear yacht owner,

Want to buy or sell a used yacht? We have prepared a standard contract for this which contains the most important information for both buyers and sellers. This sales contract has been legally verified.

Please note that this contract only applies to the private sale of used yachts. If a businessperson sells a used yacht, the "exclusion of liability for material defects" contained in this standard contract is invalid. A businessperson is deemed to be anyone who is carrying out their professional or self-employed activities when selling the yacht. You are responsible for the use and content of the contract.

The following applies to Pantaenius customers:

Provided that the boat is insured under the Pantaenius Yacht Hull or Liability Conditions at the time of the sale and this contract is completed in full, the following applies:

1. When ownership is transferred, the insurance contract ends once the insurer has been notified of the sale. Unused premiums shall be refunded to the Seller on a proportional basis (pro rata temporis).
2. At the same time, the Buyer is granted provisional hull and / or liability cover (if the Seller had either of these) for a period of 1 month in accordance with Part E § 2 Clause 2 of the Pantaenius Yacht Conditions.

Please let us have a copy of the contract for further processing as soon as possible. Once the copy of the contract has been received, we can refund the Seller the unused premium (see Clause 1 above) and offer the Buyer continued insurance for their boat beyond the expiry of the provisional cover (see Clause 2 above).

Please do not hesitate to contact us if you have any queries.

Your Pantaenius team

SALES CONTRACT FOR THE PRIVATE SALE OF A USED YACHT

- ORIGINAL FOR THE BUYER -

The Seller

Forename / surname:	Date of birth:	Tel.:
Address:	Email:	

and the Buyer

Forename / surname:	Date of birth:	Tel.:
Address:	Email:	

have concluded the following sales contract:

Object of purchase SY SB MS MY MB

Model:	Name:	Year built:		
Yard no.:	Length:	Beam:	Draught:	Sail no.:
Engine type(s):	Engine(s):	x	HP/KW:	Engine no.:

The vessel is sold with the inventory and equipment according to the annexed list signed by both parties, which forms an integral part of this contract.

Warranty

- The Seller affirms that they have no knowledge of any defects, particularly of any pre-existing damage.
- The Buyer confirms that they are aware of the defects / pre-existing damage listed in the handover certificate.

The sale is exempt from the warranty for material defects. This exemption does not apply to material defects caused by the grossly negligent or intentional breach of duties by the Seller or their vicarious agents or in the event of damage to life, body or health. The exemption also does not apply if the Seller has made representations regarding the properties of the vessel or has fraudulently concealed a defect. The Seller confirms that they are the sole owner of the vessel and the listed equipment and that the vessel is free of any third-party rights. The Seller shall provide the Buyer with a certificate regarding the VAT or import sales tax paid after full payment and / or handover of the vessel together with all of the papers and manuals belonging to the vessel (if available).

The purchase price is: (EUR)	Final handover and transfer of ownership: (Date)	
A deposit of: (EUR)	to be paid on:	Balance payable on:

The vessel transfers to the ownership of the Buyer once the purchase price has been paid in full.

Place:	<input type="radio"/> free in water	<input type="radio"/> free on land
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The insurance cover under the following policy number shall end upon the transfer of ownership.

Policy number: (for Pantaenius contracts: see Part E § 2 Clause 2 of the Pantaenius Yacht Conditions)
ANNEXES: (The following annexes, which have been signed by both Parties, form an integral part of this contract)

No side agreements have been concluded. It is agreed that German law shall apply.*

Place, date:	Seller's signature
Place, date:	Buyer's signature

NB: You can find our current data protection information at [Pantaenius.de/privacypolicy](https://pantaenius.de/privacypolicy).

SALES CONTRACT FOR THE PRIVATE SALE OF A USED YACHT

- COPY FOR THE SELLER -

The Seller

Forename / surname:	Date of birth:	Tel.:
Address:	Email:	

and the Buyer

Forename / surname:	Date of birth:	Tel.:
Address:	Email:	

have concluded the following sales contract:

Object of purchase SY SB MS MY MB

Model:	Name:	Year built:		
Yard no.:	Length:	Beam:	Draught:	Sail no.:
Engine type(s):	Engine(s):	x	HP/KW:	Engine no.:

The vessel is sold with the inventory and equipment according to the annexed list signed by both parties, which forms an integral part of this contract.

Warranty

- The Seller affirms that they have no knowledge of any defects, particularly of any pre-existing damage.
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The purchase price is: (EUR)	Final handover and transfer of ownership: (Date)	
A deposit of: (EUR)	to be paid on:	Balance payable on:

The vessel transfers to the ownership of the Buyer once the purchase price has been paid in full.

Place:	<input type="radio"/> free in water	<input type="radio"/> free on land
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SALES CONTRACT FOR THE PRIVATE SALE OF A USED YACHT

- COPY FOR PANTAENIUS -

The Seller

Forename / surname:	Date of birth:	Tel.:
Address:	Email:	

and the Buyer

Forename / surname:	Date of birth:	Tel.:
Address:	Email:	

have concluded the following sales contract:

Object of purchase SY SB MS MY MB

Model:	Name:	Year built:		
Yard no.:	Length:	Beam:	Draught:	Sail no.:
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Place, date:	Seller's signature
Place, date:	Buyer's signature

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TRANSFER CERTIFICATE / RECORD

FOR THE PRIVATE SALE OF A USED YACHT - ORIGINAL FOR THE BUYER -

I, the Buyer

Forename / surname:	Date of birth:	Tel.:
Address:	Email:	

hereby certify to the Seller

Forename / surname:	Date of birth:	Tel.:
Address:	Email:	

that I have accepted the vessel named in the sales contract

on: (Date)

Upon the handover, instructions were given on all of the technical equipment on board.

The following defects existed at the time of the handover / instruction:

These shall be repaired at the Seller's costs.

As compensation for these defects, a discount of has been agreed

Place, date:	Seller's signature
Place, date:	Buyer's signature

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TRANSFER CERTIFICATE / RECORD

FOR THE PRIVATE SALE OF A USED YACHT - COPY FOR THE SELLER -

I, the Buyer

Forename / surname:	Date of birth:	Tel.:
Address:	Email:	

hereby certify to the Seller

Forename / surname:	Date of birth:	Tel.:
Address:	Email:	

that I have accepted the vessel named in the sales contract

on: (Date)

Upon the handover, instructions were given on all of the technical equipment on board.

The following defects existed at the time of the handover / instruction:

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Place, date:	Seller's signature
Place, date:	Buyer's signature

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