



GENERAL CONDITIONS FOR CONTRACTING

Edition February 2019

1. General Terms

These general conditions of contracting ("General Conditions") define the rights and obligations of

SILENT YACHTS HANDELS GMBH,
A COMPANY REGISTERED IN AUSTRIA WITH REGISTERED OFFICE AT
PIRK 22, 9064 MAGDALENSBERG, AUSTRIA
("Seller")

and

.....
("Buyer")

for the construction and purchase of a Silent Yachts yacht. The Buyer and Seller constitute the "Parties".

These are the only binding conditions reflecting the entire agreement between the Parties (subject to the order form signed by the Parties "Order-Form") and its annexes. The Order-Form, its annexes and these General Conditions together constitute the "Agreement". There are no other oral or written conditions, agreements, assurances or promises in any form. Any amendments of these General Conditions or of the Order-Form or its annexes shall be in writing and have to be signed by both Parties. The order of the Buyer defined in the Order-Form ("Order") is becoming effective when the Order-Form is signed by both Parties.

The Order of the Buyer must be accompanied (in written form) by the technical specification which fixes the general specifications of the ordered yacht ("Yacht"), which define the parts to be made in all aspects.

The Seller's offer may not be claimed as firm and binding, if it is not expressly accompanied by a validity deadline. The same also applies in each case where the Buyer requires modifications to the technical specifications.

The date of signing the Order-Form is the "Effective Date". The date of the receipt of the first down payment by the Seller is the "Commencement Date". The Buyer is not entitled to cancel any order.

In general, the Yacht shall be constructed as per CE-rules, regulations and requirements.

On request the Yacht shall be built in compliance to other rules, regulations and requirement of classification societies of various countries, if such adaptations or customizations are offered by the Seller (CE is offered). If this is required, the Buyer shall pay all costs for the construction of the required adaptations or customizations as well as all fees and charges incidental to the classification and compliance with the classification society's rules, regulations and requirements in relation to the construction of the Yacht, including fees and charges for the certification and plan approval or any related costs. These costs are in addition to the construction price of the Yacht indicated in the Order-Form. The Seller will provide a separate offer for these adaptations or customizations to the Buyer showing the costs and the expected construction time. It is possible, that such adaptations or customizations could change the specifications and thus also the performance of the Yacht.

If after the Effective Date any requirements or any rules, regulations and recommendations of the classification society to which the construction of the Yacht is required to conform, are altered or changed by the classification society, then the Seller shall notify the Buyer and shall present to the Buyer a separate offer mutatis mutandis according to the previous section. If the Buyer does not accept the separate offer from the Seller, the Seller shall have the right to construct the Yacht according to the specifications which the Buyer indicated at the signature of the Order-Form and which (if applicable) the Seller later accepted in writing. For the avoidance of doubt, countersignature of this Agreement by the Seller constitutes its acceptance of the Buyer's order.

The price of the Yacht is subject to price changes of material prices or other prices which are not directly under control by the shipyard. Any such price changes shall be evidenced and are capped at a 3% increase. The Seller shall make all reasonable efforts to arrange alternative suppliers of materials of equivalent quality in order to avoid incurring price increases. If a supplier changes his price during the construction of the Yacht, the price of the Yacht will be adapted accordingly, meaning that if prices fall the cost to the Buyer shall also be reduced.

Any kind of changes ordered by the Buyer including changes of flag state or regarding the requirements of any classification-society (all except CE regulations) could postpone the delivery and has to be agreed by the Parties.

The Seller shall have no other liability (whether direct, indirect or consequential) for delay in or failure of completion on time or failure in performance other than those explicitly provided in these General Conditions.

2. Construction Standards

The Seller shall build and deliver, and the Buyer shall be obliged to pay for a vessel which is built to CE construction standards typical for yachts of this size, type and value. The Seller is responsible for the design, naval architecture, engineering and construction of the Yacht.

The Seller shall be responsible for the quality and finish of the Yacht, irrespective of whether certain elements are constructed by third party subcontractors. If the Seller elects to subcontract any elements of the construction of the Yacht, all subcontracted works shall meet the standards imposed by this Agreement.

3. Payments and Default

Except in the case of an agreement to the contrary between the Parties, the contract prices are per unit, exclusive of tax (and exclusive of VAT) and in Euro. All payments have to be transferred in Euro without any deductions. Cheques are not accepted; the down payment and all other installments shall be transferred to the account of the Seller without any deductions and fees. All bank fees on Buyers side have to be borne by the Buyer, all bank fees on Seller's side will be borne by the Seller.

The Buyer agrees to transfer to the account of the Seller the instalments stated on the Order Form, which forms part of this Agreement.

The Seller will send an invoice and a report with photos to the Buyer, stating that a certain milestone is finished. After receiving the report, the Buyer transfers the money within 5 bank-days to the Seller's account.

All options shall be chosen in the Order-Form. Any change and any order of optional equipment or feature after the start of the construction may change the price and the time for completion, which shall be agreed by the Parties. Options and changes ordered after the commencement date have to be paid 50% when started, 50% when completed.

The delivery of the Yacht or of parts of it is always recognised to be carried out at the production-site of the Yacht. The costs for transporting the Yacht to another harbour shall be borne by the Buyer and will be invoiced separately, although the cost of launching the Yacht at the production-site is included in the purchase price.

The Buyer is in default in the following events:

(i) If the Buyer is in default of the payment of any amount properly due to the Seller, the Seller shall be entitled to postpone the delivery date by the number of additional days of delay in the payment of such amount.

(ii) If the Buyer fails to pay any amount due to the Seller within thirty (30) days after the due date therefore, and after notice to the Buyer in writing that payment is overdue; or

(iii) if any other Buyer 's default has not been remedied (and is capable of remedy) within thirty (30) days of receiving written notice of such default from the Seller;

(iv) if any of the Buyer's assets are subject to sequestration due to debt enforcement proceedings or the Buyer is or might soon be subject to bankruptcy proceedings, to compositions proceedings or to any proceedings of similar nature or effect. Upon the happening of any event (ii) to (iv) noted above, the Seller may terminate the Agreement by serving upon the Buyer written notice of termination and upon receipt of that written notice of termination by the Buyer, this Agreement shall forthwith terminate.

Upon termination of the Agreement by the Seller due to a default by the Buyer, the Seller shall be entitled to keep all funds received by the Buyer and shall sell the Yacht promptly, for fair market value. When the Yacht is then sold by the Seller, the Seller shall retain from the sale proceeds all actual reasonable, evidenced, direct costs and expenses incurred by reason of the Buyer's default, all amounts in arrears due by the Buyer, all additional costs incurred in the sale of the Yacht not previously or otherwise recovered and interest at the default rate of 5% on any amounts in arrears. A potential balance of any proceeds shall be paid to the Buyer. The intention of this clause is that the Seller should not suffer direct financial loss from a Buyer's default. The intention and effect shall never be that the Seller takes an increased profit from such default, and it shall never recover monies for one single loss more than once.

If the Buyer already fails to pay the first down payment, he agrees to transfer a lump sum compensation of 10 % of the Purchase Price for the cancellation of the contract.

The Seller is in default in the following event:

(i) If the Seller fails to complete and deliver the Yacht to Buyer on the agreed Delivery date, if such delay is not totally or mainly caused by the Buyer.

In this event, the Buyer shall send a written warning and require the delivery of the Yacht within an additional term of at least 30 (thirty) days. If after such term the Yacht has still not been delivered, the Buyer shall send a second written warning with a second and last additional term of 30 (thirty) further days.

If after the expiration of this second additional term the Yacht is still not delivered, the Buyer may terminate the Agreement by serving a written notice to the Seller, and by delivery of such notice by the Seller the Agreement shall forthwith terminate.

A. The Buyer may also terminate this Agreement forthwith if:

- the Seller, the Shipyard or any of their assets are subject to sequestration due to debt enforcement proceedings or the Seller or Shipyard is or might soon be subject to bankruptcy proceedings, to compositions proceedings or to any proceedings of similar nature or effect (including voluntary winding up); or
- the Seller and/or Shipyard is in material breach of any provision of this Agreement and such breach is either incapable of remedy or which the Seller and/or Shipyard fails to remedy within 30 (thirty) days following notice to do so from the Buyer.

B. Upon termination of this Agreement by the Buyer for Seller's cause:

(i) the Seller shall refund all funds paid by the Buyer to the Seller within 15 (fifteen) days; or, if the Buyer so elects

(ii) the Seller shall deliver up the Yacht (along with all materials, equipment, drawings and plans) in her present state and condition to enable the Buyer to complete the construction elsewhere, in which case the Seller and Shipyard shall provide all necessary assistance to the Buyer.

4. Delivery and Transfer of Ownership and Risk

The Yacht shall be launched and fully ready for Delivery 12 months after the start of the construction (subject to extension as provided in these General Conditions or as otherwise agreed between the Parties).

The Buyer shall be informed at least 14 days before that date in written when he can take over the Yacht.

5. Pre-delivery Sea Trials

Prior to Delivery, the Seller shall conduct sea trials of the Yacht ("Sea Trials") and shall evidence its compliance with the terms of this Agreement and the Specification.

The Seller shall provide the Buyer with 14 (fourteen) days' prior notice of the Sea Trials to enable the Buyer (or its technical representative) to attend. If the Yacht is built to Classification Society standards, a representative from the applicable Society shall be in attendance.

The Sea Trials shall be carried out in weather conditions not exceeding Beaufort force 4 and the Yacht shall remain at the risk, control and cost of the Seller for the duration, and until Delivery.

Upon completion of the Sea Trials, the Seller (and, if appointed, the Buyer's technical representative) shall certify the Yacht's technical conformity. If the Yacht fails to achieve technical conformity, the Buyer shall be notified in writing immediately.

If, during the Sea Trials or prior to Delivery, items of minor nonconformity are found, the Seller shall remedy such items at its expense either prior to Delivery or not later than 6 (six) weeks after Delivery. Items of minor nonconformity shall be any item which (i) is of minor importance and (ii) does not render the Yacht unseaworthy or prevent her safe operation, nor impedes the use and enjoyment of the Yacht by a reasonable Buyer acting objectively and (iii) alone or together with other items would cost no more than €500,000 (for Silent 55 or 60) and € 1.000.000 (for Silent 80) to remedy.

If, during Sea Trials or prior to Delivery, items of major nonconformity are discovered, the Seller shall remedy such defects prior to Delivery. Any consequent delays to Delivery shall not constitute permissible delays, although the Seller shall be entitled to utilize the 30 (thirty) day grace period described above to remedy any such major defects. Thereafter, the Seller shall be liable for liquidated damages for late Delivery, as described above. Upon the expiry of 90 (ninety) days the Buyer shall be entitled to reject Delivery, as described above. Items of major nonconformity are any defects over and above items of minor nonconformity.

The Seller shall be entitled to repeat Sea Trials after completion of remedial works.

After having successfully passed the sea-trials, the Yacht should be delivered to the Buyer at the production facilities or at a location to be agreed by the Parties.

At the time of delivery, the Seller and the Buyer shall sign and deliver to each other a "delivery and acceptance protocol" confirming the location, date and time of delivery of the Yacht from the Seller to the Buyer and the acceptance of the Yacht by the Buyer.

Transfer of ownership and risk in the Yacht is deemed to have been transferred to the Buyer once the Parties or their representatives have signed the delivery and acceptance protocol.

If the Buyer is not participating in the sea-trials and takes over the Yacht after they are completed successfully and if there are no instructions on the delivery of the Yacht, Delivery shall be deemed to have been carried out 14 days after a "notice of availability" is sent by the Seller to the Buyer. If the Yacht is still not Delivered after these 14 days, then the Yacht is being stored and invoiced at the Buyer's expense and risk at a safe berth in a harbour reasonably chosen by the Seller. The transfer of ownership and risk to the Buyer is achieved at the moment when the Delivery as described above is completed or when the Yacht is stored as described, notwithstanding retained rights of ownership. Any costs of such storage shall be reasonable and at the Buyer's expense.

Any taxes, fees and expenses in connection with the transfer of ownership and the registration under the flag of the Buyer shall be borne by the Buyer.

6. Documentation

At Delivery the Seller shall supply the Buyer with following "Delivery Documents":

- the Builder's certificate,
- a report on the sea trials of the Yacht

- instruction manuals for the operation of the Yacht's equipment (in English language), as supplied by the manufacturers
- the owner's manual (which may be delivered up to 4 weeks after Delivery)
- a docking plan,
- As-built electrical, mechanical, and piping schematics
- all documentation for classification certificates and approvals (if appropriate)
- CE-Certificate (which is issued by a third party and may in fact follow within 60 days after Delivery)
- declaration of warranty of the Seller that the Yacht is delivered to the Buyer free and clear of any claims or other encumbrances upon the Buyer's title to the Yacht
- the documents for exportation of the Yacht, including an invoice for the yacht and all other related expenses
- Commercial Invoice
- Comprehensive inventory of the Yacht's equipment and all items delivered with the Yacht
- All relevant warranty papers
- As-built drawings and plans for the Yacht
- Maintenance and operating manuals issued by all third-party suppliers
- Any documentation required to register the Yacht

After receipt of the documents described above and before taking over the Yacht, the Buyer will transfer the last payment and execute and deliver to the Seller the acceptance and delivery protocol for the Yacht, which shall in particular declare, that the Buyer has taken full possession and responsibility of the Yacht in full conformity with the Agreement and that the Seller has no more duties and responsibilities for the Yacht except the Seller's warranty as described in these General Conditions.

7. Title

Title in the Yacht shall vest in the Buyer from the commencement of her construction, but the Yacht shall be at the Seller's sole risk until physical and legal delivery ("Delivery"). Items and equipment to be installed in or upon, or delivered with, the Yacht shall belong to the Buyer and the Seller shall ensure that all such items are marked with the Yacht's hull number and stored separately from other goods which are not associated with the Yacht.

8. Intellectual Property

The Seller warrants that it has all necessary title, ownership, permissions, licenses and approvals for all intellectual property incorporated in the Yacht, her systems and equipment and the design of the same.

The Seller hereby grants the Buyer a perpetual, royalty-free license to use any such intellectual property to the extent required to operate, enjoy, use, repair and maintain the Yacht, and the Seller warrants that it has the power and authority to grant such licenses. The Seller indemnifies the Buyer against any claims, losses, damages, liabilities and fees resulting from any infringement of patent, copyright or trademark rights which arise out of, or in connection with, this Agreement or the Yacht.

9. Miscellaneous

The Buyer (or its technical representatives) shall have the right to inspect the Yacht at any time during business hours, during her construction, upon not less than 48 (forty-eight) hours' prior notice to the Seller. The Seller and the Shipyard will grant access (or shall procure access is granted) to the Yacht and its parts and equipment.

The Seller shall provide the Buyer with not less than 7 (seven) days' prior notice of all key inspections and tests which the Buyer (or its technical representative) shall be entitled to attend. Copies of test and inspection reports shall be provided to the Buyer upon request.

The Buyer shall inform the Seller of its appointed captain and/or crew not less than 4 (four) weeks prior to Delivery, who shall all be granted access to the Yacht for familiarisation and training purposes. The Seller shall provide the Buyer and its captain and/or crew with sufficient training such that they are able to operate the Yacht upon Delivery.

The terms of this Agreement are to remain strictly confidential and shall not be disclosed to third parties without the prior, written consent of the Buyer and the Seller.

All communications, whether written or verbal, shall be in English and communications in other languages shall not be binding.

Neither party shall assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement, save that the Buyer may assign its rights and obligations to a corporate entity of its choosing.

No variation of this Agreement shall be effective unless it is in writing and signed by the parties.

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

B. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any of them the agent of another, nor authorise them to make or enter into any commitments for or on behalf of another.

Notices:

Any notice in connection with this Agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to office@silent-yachts.com (for the Seller) and to..... (for the Buyer).

Any shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by next working day delivery service, at 9.00 am on the second Business Day after posting; and
- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The rights of the Parties (being the Buyer and Seller) to rescind or vary this Agreement are not subject to the consent of any other person or entity.

10. Force Majeure

Neither Party shall be considered in default of the performance of its obligations under the Agreement if such performance is prevented or delayed by circumstances beyond the reasonable control of the affected Party. Such circumstances include war (whether declared or not), hostilities, revolution, civil commotion, industry-wide strike, lockout, epidemic, accident, fire, wind, flood, earth quake, blockade, embargo, rejection and/or withdrawal of industry-wide export authorization and any law, order, proclamation, regulation or ordinance of any government or sub-division thereof, to the extent

they are not under the direct control of the Parties. This also applies to any prevention or delay of performance due to a force majeure event by the sub-contractors of a Party.

If one or both Parties should be prevented from fulfilling their obligations under the Agreement by a state of force majeure lasting continuously for a continuous period of six months, each Party has the right to cancel the Agreement in which case all monies paid by the Buyer shall be returned to it within 7 (Seven) days.

11. Settlement of Dispute

These General Conditions, the Agreement as well as all other matters and agreements (whether contractual or non-contractual) are governed by Austrian law and the Austrian courts shall have sole and exclusive jurisdiction.

The Parties must attempt to solve all differences relative to the interpretation and execution of the General Conditions, the Agreement as well as all other agreements between them in an amicable manner before taking legal action or referring to the technical expert. An attempt to conclude a settlement shall be deemed to have failed when one of the Parties notifies the other Party in writing.

If any question, dispute or difference is not settled by amicable settlement and relates to a technical matter, the Parties shall be referred to a mutually agreed technical expert for his interpretation and decision. The expert shall be independent and be an expert for the matters in question. If the Parties are unable to agree the appointment of a sole technical expert, they shall each appoint a technical expert of their choosing, who shall then jointly appoint a third technical expert to sit as chairperson. Such decision shall be accepted by both Parties and be final and binding. If the Parties do not agree on the technical expert within a term of two weeks (which term shall start after written notification from one Party to the other), they shall each have a further two weeks to appoint their own expert, who in turn shall have a further two weeks to appoint a chairperson. If a party fails to appoint an expert within the aforementioned timeframes, the other Party's chosen expert shall sit as the sole technical expert.

The prevailing Party to any dispute, including any dispute settled by the technical expert shall be entitled to recover its reasonable and evidenced fees and costs from the non-prevailing Party.

12. Limitation of Liability

The liability of each Party under the Agreement is limited to the amount of the purchase price, plus evidenced and reasonable costs and losses, plus interest at the rate of 5% per annum.

The Seller shall not be liable for any error in carrying out the Agreement which is the result of an omission or inaccuracy in any documents or other information provided by the Buyer.

Neither Party shall be liable to the other Party or any other person or entity for incidental, special, indirect or consequential losses or damages (including loss of use, loss of profit and claims) whether arising under contract or otherwise.

However, no limitation of liability shall apply in the event of willful misconduct or gross negligence or to the extent such limitation is expressly excluded by mandatory law.

13. Guarantees and Warranty Period

As far as permitted by law, all warranty rights under applicable law are excluded and only the warranty rights expressly defined in the Agreement shall apply.

The warranty is valid for 2 years, starting from the date of delivery and is strictly limited, at the sole Seller's discretion, to the free replacement or repair of any parts which are defective. The Seller shall have the right to inspect the boat prior to any work to assess the claim and the nature of the defect.

The Seller expressly warrants any aspects of the Yacht and/or her construction, and/or the construction of any items delivered with or as part of the Yacht, including those which have been manufactured or installed by any subcontracted third party as if the same had been carried out by the Seller itself.

However by derogation at what is said hereabove, parts or accessories visibly bearing the trademark of another supplier only benefit from the warranty provided by that specific supplier (which the Seller shall seek to enforce on the Buyer's behalf, if necessary), although their installation is warranted by the Seller.

The application of this warranty extends the warranty period (which begins again for a further full term) for the sole part or accessory thus repaired or exchanged.

The Seller's warranty does not apply to defects which are caused by improper handling, mooring and use of the Yacht and/or repair or modification of the Yacht or parts of the Yacht installed by the Buyer himself or any third party without the prior written consent of the Seller.

No warranty shall apply to consumable materials, such as filters, water maker membranes, etc.

No warranty shall apply to defects which:

- occurred after lapse of warranty period,
- have been caused by fair tear and wear of the Yacht,
- have been caused by inappropriate, reckless or abnormal usage of the Yacht by the Buyer, his crew or any other third person, including but not limited to: collision, theft, burglary, etc
- have been caused by wrong, inappropriate or insufficient maintenance of the Yacht by the Buyer, his crew or any third person,
- have been caused by the Buyer, his crew or any other third person,
- have been caused or contributed to by any unauthorized transformations, modifications or repairs performed by third parties on the Yacht or its equipment,
- have been caused by accidents or incidents caused by the Buyer, his crew or any other third person,
- are a result of force majeure,
- have been caused by fire (save where the fire is due to defective construction), aggressive atmospheric precipitation including rains, hurricanes, hail, thunder, or any force majeure events in § 10 above,
- have been caused by resins of trees, birds' excrements,
- have been caused by excessive heat due to a dark color of the exterior paint,
- are results of any other external factors independent from the Yacht's manufacturing.

In order to be covered by the contractual warranties set out above, the purchaser/user of the boat must present its "Delivery Certificate and Receipt" and notify in writing the Seller of any defect(s). Notification must be detailed and precise and made within 5 days from the day the defect is discovered.

Upon receipt of notice from the Buyer, the Seller shall then have eight days to respond to the Buyer.

The warranty for hull and deck is valid for 5 years against any manufacturing defect and starts to run from the day the boat is put into use.

However, any kind of warranty applicable is limited to one year after date of first handover for boats:

- being used for professional purposes, including, but not limited to charter, sailing schools, fishing or workboats,
- built for competition, specifically when equipped/conceived for racing.

The warranty is strictly limited to the free repair of above-mentioned manufacturing defects, either in the Builder's yards, or by a repair shop or shipyard chosen by the Builder. The costs of transporting the boat or any defective part are to be born exclusively by the Buyer. No indemnity whatsoever shall be paid in this respect. Any major event which affects the structure and seaworthiness of the boat and which is not the result of a manufacturing defect under warranty (for example a major collision), which may or may not have qualified for a reparation of the hull and deck, will result in the immediate cancellation, without prejudice, of the warranty for all parts affected by the collision.

The Seller warrants, that the Yacht is in compliance with the Agreement including the requirements, standards and specifications set out in the Order-Form and its annexes. The Seller makes no additional guarantee, warranty, or representation, express or implied, as to the kind, size, quality, description, performance and condition of the Yacht or its fitness for any other use or purpose and the Buyer confirms that he did and does not rely on any warranty not expressly made in the Agreement.

The Seller shall not be liable for indirect losses, including but not limited to charter income loss, inability to use the Yacht, loss of image, depreciation of the Yacht etc.

14. Extended Warranty

In order to get the benefit of an extended warranty after the end of the normal warranty-period of 24 month, the Buyer can call the Seller to conduct technical inspection of the Yacht, at the Buyer's cost and expense, once a year as long as the extended warranty period lasts. Inspection shall be performed by one technician sent by the Seller, who will conduct general inspection of the Yacht and its systems.

At completion of the inspection the Sellers' technician shall prepare a report to be attached to the "owner's manual" of the Yacht, delivered by the Seller to the Buyer upon delivery of the Yacht. The report shall in particular describe:

- general technical state of the Yacht,
- parts to be replaced immediately in order to keep the warranty in force,
- parts or equipment to be controlled or maintained by the crew.

In any case, the Seller decides at its own discretion if it agrees to a warranty extension and if yes, to which conditions. The Seller shall receive a copy of each report to be attached to the Seller's books.

15. Final Provisions

The Buyer agrees that the Seller shall have the right to engage and use third parties to build the Yacht, to proceed to warranty works and for any other obligations of the Seller hereunder, although the Seller's duties to the Buyer shall be unaffected.

The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be replaced by the Parties by a valid and enforceable provision reflecting the economic intent of the Parties. The same applies if it should turn out that the Agreement has a gap.

Any amendment or addendum to the Agreement requires the written form and the execution of both Parties.

The waiver of any right under the Agreement by either Party shall not be construed as a continuing waiver or of any waiver regarding any further circumstance. Any right waived on a single occasion may be exercised by the Party waiving the right upon next occurrence of any circumstances creating such right.

The Buyer acknowledges and agrees that the present General Conditions are an integrating part of the Agreement:

Place and date: _____

Place and date: _____

Seller: Silent Yachts Handels GmbH

Buyer:

Name: _____

Name: _____