

**AGREEMENT no. ....**

concluded between:

as one Party,

.....  
duly represented by .....

hereinafter called the BUYER,

and as the other Party,



hereinafter called the SELLER.

The following is hereby agreed.

**ARTICLE 1**  
**SUBJECT OF THE AGREEMENT**

- 1.1. The SELLER undertakes to build by SPORTIS S.A., Bojano, Poland and sell to the BUYER **ONE (1) BOAT of model SPORTIS 10500/K** hereinafter called the BOAT, and the BUYER accepts to buy and pay all in conformity with the conditions of this AGREEMENT.
- 1.2. The BOAT will be built according to:
- Enclosure No. 1 - Technical Specification of the BOAT
  - Enclosure No. 2 – drawing – General Arrangement
  - Enclosure No. 3 – drawing - Cabin
  - Enclosure No. 4 – drawing - Section

**ARTICLE 2**  
**PRICE**

- 2.1. The price for 1 (one) BOAT as described in Article 1 CIF Caucedo (Incoterms 2010) amounts to:

**EUR 132.710,-**

(say: Euro one hundred thirty two thousand seven hundred ten 00/100)

- 2.2. The price includes:
- a/ costs of works and materials specified in Enclosure No.1,
  - b/ costs of transportation to Caucedo, Dominican Rep.
  - c/ cost of insurance during transportation.
- 2.3. The price does not include:
- a/ costs of the engines,
  - b/ VAT and other due taxes.

**ARTICLE 3**  
**PAYMENTS TERMS**

- 3.1. The AGREEMENT price, as mentioned in Art. 2, will be paid to the SELLER by the BUYER in EUR in accordance with the following schedule:
- a) 50% of the AGREEMENT price, i.e. EUR 66.355,-, as a down payment after signing the AGREEMENT and before starting of the production of the BOAT,
  - b) 50% of the AGREEMENT price, i.e. EUR 66.355,- to be paid when the BOAT is ready for shipment in Bojano.
- 3.2. All the payments stipulated under Art. 3.1. will be paid to the SELLER'S bank account in EUR within 7 days after the issuing date of the following documents:
- a) Pro forma invoice for a down payment of EUR 66.355,- according to the Art. 3.1.a),
  - b) Pro forma invoice for a payment of EUR 66.355,- according to the Art. 3.1.b).
- 3.3. On the day of departure of the BOAT, the Invoice will be issued by the SELLER.

ARTICLE 4  
ACCEPTANCE AND DELIVERY

- 4.1. The BOAT will be completed and delivered at Caucedo, Dominican Rep. within 4 (four) months after the first down payment (specified in Art. 3.1. a) is received by the SELLER.

ARTICLE 5  
LIABILITIES, FORCE MAJEURE, CANCELLATION

- 5.1. In addition to any and all other liabilities set out in this AGREEMENT, the SELLER shall be liable towards the BUYER in the event of delay in the delivery of the BOAT, in comparison with the delivery date mentioned in Art. 4.1., except for the event when such delay has been caused by force majeure.

In such a case the date of delivery of BOAT shall be extended by number of actual working days the SELLER lost as a result of such event.

- 5.2. Force majeure means any and all events the SELLER could not reasonably have anticipated when signing the AGREEMENT and which are beyond the control of the SELLER, unforeseeable events such as Acts of God, war or warlike activities, mobilization, import or export bans, official strikes, governmental acts, natural phenomena, natural catastrophe, earthquakes, landslides, floods, level of water in the rivers that makes impossible the transport of the BOAT, fire or other extraordinary event beyond the control of the SELLER, excluding non-availability or lack of materials.

In the event of force majeure the SELLER shall forthwith inform the BUYER in writing of any events causing force majeure and use its best efforts to restrict the adverse effects thereof.

- 5.3. The BUYER is entitled to cancel this AGREEMENT in case the delivery of the BOAT is delayed by 3 (three) months in relation to the delivery date mentioned in Art. 4.1. for the reason other than Force majeure specified in Art. 5.2.
- 5.4. In the event of the cancellation of this AGREEMENT caused by an important reason, the BUYER will pay to the SELLER the amount of the cost covered by the SELLER up till the date of the cancellation.

ARTICLE 6  
ARBITRATION

- 6.1. Any disputes arising out of or in relating to this AGREEMENT which the Parties have not settled amicably, shall be finally settled by the Court of Arbitration at International Chamber of Commerce in Vienna according to its rules. The decision of this court will be final and binding for the Parties.

ARTICLE 7  
CHARGES

- 7.1. All duties, fees, banking charges, taxes imposed by Polish authorities are for the account of the SELLER, and the same outside of Poland, survey included, are for the account of the BUYER.

ARTICLE 8  
ALTERATIONS

- 8.1. All alterations to this AGREEMENT shall be made in the written form signed by the Parties.

ARTICLE 9  
ENFORCEMENT OF THE AGREEMENT

- 9.1. The AGREEMENT will come into force after:
- a) it has been signed by the Parties;
  - b) receipt by the SELLER the down payment as specified in Art. 3.1.a).

If above mentioned conditions are not settled, this AGREEMENT will be considered as null and void, unless the Parties come to a new AGREEMENT.

ARTICLE 10  
GENERAL CONDITIONS

- 10.1. The Enclosures 1, 2, 3 and 4 attached hereto are by this reference incorporated as an integral part of this AGREEMENT.
- 10.2. This AGREEMENT and any of the rights and obligations of this AGREEMENT cannot be assigned or transferred by any of the Parties hereto without the prior consent in writing of the other party.
- 10.3. This AGREEMENT cancels and supersedes any and all previous AGREEMENTS by and between the Parties hereto, whether made in writing or orally with respect to the subject matter of this AGREEMENT.
- 10.4. This AGREEMENT cannot be modified, amended or supplemented, except with the prior consent in writing of the Parties hereto.
- 10.5. Any and all communications between the Parties hereto shall always be in the English language.
- 10.6. This AGREEMENT is drawn up in the English language that is the only authentic language.

ARTICLE 11  
ENCLOSURES TO THE AGREEMENT

Enclosure No. 1 - Technical Specification of the BOAT

Enclosure No. 2 – drawing – General Arrangement

Enclosure No. 3 – drawing - Cabin

Enclosure No. 4 – drawing - Section

For and on behalf of the BUYER:

For and on behalf of the SELLER:

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