



## PLAN ORDER FORM

**Buyer's Trading Name:** \_\_\_\_\_

Reg. No. (If Applicable): \_\_\_\_\_

Sole Trader

Partnership

Company

Name: \_\_\_\_\_

**Name On Plans**  As Above

Other: \_\_\_\_\_

**Postal Address:** \_\_\_\_\_

Country: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

**Shipping Address:** \_\_\_\_\_

Country: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile/Cell: \_\_\_\_\_

**Email Address:** \_\_\_\_\_

### PURCHASE ORDER

*A description of your purchase including any special instructions. Please try and be clear and include design name, kit details or options or additional CAD charges or fees. If insufficient space attach further documents.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Purchase Date: \_\_\_\_\_ Delivery Date: \_\_\_\_\_

**Price (Export)** \_\_\_\_\_

*All prices in South African Rand (ZAR)*

Number of Vessels To Be Built: \_\_\_\_\_

Are you using a Third Party Boat Builder or Shipyard? YES  NO

If yes, supply details: \_\_\_\_\_

## TERMS OF SALE

1. **Sale and Purchase.** In consideration of payment of the Price set forth in the attached Order Form, Schionning Designs Pty Ltd (“the Seller”) sells to the Buyer the goods or plans (as the case may be) (hereafter called “the goods”) described in the attached Order Form upon these terms of sale.
  2. **Passing of Title.** Title to the goods shall pass to the Buyer upon payment in full.
  3. **Delivery of Orders.** The seller must make the goods sold available for collection by or delivery to the Buyer at a date and time agreed by the Parties and specified in the Order Form.
  4. **Risk.** The risk in the goods remains the Sellers until delivery of the goods to the Buyer.
  5. **Copyright/Design Rights.** The copyright, design rights and all other intellectual property rights in the plans or boats or other goods sold pursuant to this agreement shall at all times remain the property of the Seller.
  6. **No Reproduction.** None of the plans sold may be copied in full or in part by the Buyer unless specifically permitted in writing by the Seller to do so.
  7. **License.** In the case of a purchase of plans, the Buyer may use the plans purchased for the sole purpose of constructing the number of boats specified on the Order Form.
  8. **Further Payment.** If the Buyer wishes to use the plans for constructing more than the agreed number of boats specified in the Order Form then the Buyer must seek the Seller’s written consent and further fees shall apply.
  9. **Liability.**
    - a. The plans or goods sold pursuant to this agreement are sold in good faith, having regard of the technical knowledge and information available to the Seller at the time of sale.
    - b. So far as may be permitted by law, the Seller excludes any representations or warranties, whether expressed or implied, with respect to the plans or goods sold, including but not limited to any warranty of merchantability, fitness for the purpose or otherwise and will not, to the maximum extent permitted by law accept any loss, damage, or personal or other injury or liability, howsoever arising out of the sale or supply of the plans or goods sold pursuant to this agreement.
  - c. The buyer agrees to build the boat according to the construction plans and will not deviate from these plans without the written consent from the Seller.
  - d. The Seller reserves the right to deem a boat built by or on behalf of the Buyer to be unworthy of being advertised, branded or otherwise promoted as a Schionning Design boat, if the design has, in the opinion of the Seller, been sufficiently altered or the plans have been deviated from to such an extent that the Seller considers such alterations to be less than satisfactory.
10. **Third Party Builder.**
    - i. If the Buyer purchases plans and engages a builder to build and or construct one or more boats pursuant to this agreement, the Buyer shall procure from the builder a covenant in favour of the Seller that it will not copy, sell or otherwise use the plans and specifications except as expressly permitted by the terms of this agreement and shall otherwise be bound by the provisions of this agreement in so far as this agreement applies to protect the intellectual property rights of the Seller.
    - ii. The Seller may refuse to deliver the plans until after the Buyer has procured from the builder and provided to the Seller the covenant required by sub-clause i of this clause.
  11. **Restrictions on Assignment.** The Buyer must not without the prior written consent of the Seller, which may be granted or refused absolutely or granted subject to conditions, transfer or assign his interest in the plans or goods sold pursuant to this agreement.



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**PLEASE NOTE:** Construction Plans CANNOT be returned or refunded after purchase due to obvious possible breach of copyright so please consider carefully before ordering.

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**Offer and Acceptance**

**OFFER**

**ACCEPTANCE**

*This agreement is entered into in accordance with the terms and conditions above which the Customer confirms they have read and accept.*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Terms of Payment:**

CASH / DIRECT DEPOSIT

**Bank Details:**

<b>FIRST NATIONAL BANK</b>	
<b>Schionning Designs (Pty) Ltd,</b> 18 Waenhout Street, Knysna, South Africa	
<b>Type of Account:</b>	Current Account
<b>Account No.:</b>	63138263510
<b>Swift Code:</b>	FIRNZAJJ
<b>Branch Code:</b>	270 Knysna

