



PLAN ORDER FORM

Buyer's Name: _____

Buyer's Trading Name: _____

Reg. No.
(If Applicable): _____

Please circle below:

Owner/builder Sole Trader Partnership Company

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. (Design name)

_____ Purchase Date _____

Are you using a Third Boat builder or shipyard? Yes No

If yes, please supply details _____

TERMS OF SALE

1. Sale and Purchase.

In consideration of payment of the Price set forth in the attached Order Form, Bowdidge marine Designs (“the Seller”) sells to the Buyer the plans 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.

4. 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 Bowdidge Marine Designs.

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 one boat as specified on the Order Form.

8. Further Payment.

If the Buyer wishes to use the plans for constructing more than one boat, then the Buyer must seek the Seller’s written consent and further fees shall apply.

9. Liability.

a. The plans 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, 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 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 Bowdidge Marine 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.

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

Offer and Acceptance

OFFER

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

ACCEPTANCE

Date: Date: _____

Terms of Payment:

DIRECT DEPOSIT

Bank Details: Available on request

