

Contract for purchase of leisure boat

Important information about the agreement

The contract form may be completed electronically or printed and filled in on paper. The Consumer Council recommends that the contract is completed electronically by the parties jointly. Consumer Council urges both parties to read through the entire agreement before the agreement is signed. The Consumer Council does not take responsibility for any errors when filling out the contract.

The contract must be printed in at least two copies and signed by both parties. We also recommend to sign each page initialed.

The Consumer Council's contract forms are updated continuously. Last update appears on the contract. Policy and practice in the area can be changed, and there may be periods when the content of the contracts and associated guidelines have not been updated. The Consumer Council disclaims all potential liability for errors, omissions or incomplete updates. Please contact the Consumer Council on telephone No 23 400 500 if you have questions about the contract.

1. Parties

Buyer

Name:

.....

Personal identification number (11 numbers):

.....



Identification number to the seller must be disclosed to access the information in <http://brreg.no/tinglysing/tinglysbat.html> - Movable property register in Brønnøysund.

Address:

.....

Postal Code/City:

.....

E-mail:

Phone:

.....

Seller

Name:

.....

Personal identification number (11 numbers):

.....

Address:

.....

Postal Code/City:

.....

E-mail:

Phone.:

.....

2. Boat type, engine and equipment

Boat manufacturer:

.....

Type designation:

Year of construction:

.....

Registration number:

.....

Engine manufacturer:

Type:

.....

Engine year of manufacture:

Engine running time:

.....

Engine No.:

.....

The boat is type approved:

Yes

No

Call sign/VHF:

.....

HIN/CIN-code:

.....



Check www.sjofartsdir.no for more information.

2. Boat type, engine and equipment

CE marking

The boat is CE marked:

Yes No

If no, why not:

Equipment

Equipment and accessories included in the price:

3. The boat's condition

Is the boat sold "as is":

Yes No



When a reservation is made that the boat is sold "as is", it means that the buyer will take on much of the risk of the boat having possible hidden defects. If the buyer discovers shortcomings of the agreement it is normally not a breach of contract unless the seller has given incorrect or incomplete information or if the boat is of considerably worse condition than the buyer had reason to expect from the purchase amount and other factors.

The boat has only been privately owned:

Yes No

The boat is fully or partially self-built, decorated or remodeled:

Yes No

If yes, please specify what is done:

The boat is completely / partly repainted (for plastic boats):

Yes No

If yes, please specify here:

3. The boat's condition

Engine changed:

Yes No

If yes, please specify here:

Earlier damages:

Yes No

If yes, please specify what damage:

Repairs past two years:

Yes No

If yes, please specify here:

The boat has trouble with the

engine

hull (leakage, rot, damage)

rigging, sails

electrical system

gears, propellers, rudders

Specify the issue further here:

4. Liens

The boat is free of liens:

Yes No

If no, specify which liens:

5. Inspection

The buyer has inspected and test driven the boat:

Yes No

The boat is inspected on land:

Yes No

A survey report is submitted:

Yes No

If so, survey report is dated (insert date):

.....

The Brønnøysund Register Center is checked:

Yes No

Small Ships Register is checked:

Yes No

Is the boat registered in NOR-Norwegian Maritime Authority:

Yes No

6. Takeover and purchase

Seller terminates his insurance on the boat from the takeover date:

.....

Purchase price, NOK:

Payment:

.....

Purchase price, written:

.....

7. Other terms

Other terms:

8. Place/date and signatures

Place:

Date:

.....

Seller's signature:

.....

Buyer's signature:

.....

CE Marking

The CE mark will provide assurance that the boat and equipment is in compliance with applicable regulations.

As a rule, all boats and its various components (engine, steering wheels, steering mechanisms, fuel tanks, etc.) sold in Norway should be CE marked. The CE mark will provide assurance that the boat and equipment is in compliance with applicable regulations. Buying a boat that is not CE marked means that the buyer runs a security risk. In addition, problems may arise in future sale of the boat. It is possible to do the certification later, but it is costly and cumbersome.

The CE mark is the manufacturer's own declaration that the product complies with the regulations (regulatory minimum requirements for health, safety and environment).

See current legislation FOR-2016-01-15-35

NMD has useful information regarding CE marking of boats that you find on www.sjofartsdir.no. They can also be contacted by telephone 52 74 50 00.

The Consumer Council has prepared a labeling guide. Here you will find advice, rights and information about eco-labels that can help you to make safe choices for the environment and your own health.

Buyer's Checklist

Examinations

Examine and test drive the boat before entering into the agreement. If possible, get the boat examined by a skilled consultant before buying.

Registration in the small boat register

Check if the boat is registered in small boat register - visit www.nssr.no/sbr/. If the boat is registered, you can check ownership and whether the boat has been reported stolen.

Registration in NOR

Check if the boat is registered in the Ship Register-NOR. Visit www.sjofartsdir.no. If the boat is registered, you need to report a change of ownership. Please contact the Registry for details. In Skipsregisteret there may also be registered mortgage on the boat.

We also recommend that the buyer check The Brønnøysund Register Centre if there is execution or mortgage on the boat