



**RESERVATION CONTRACT**  
NEEL 43  
2020

## Reservation contract

### **BETWEEN:**

**The company NEEL-TRIMARANS**, Simplified joint-stock company, whose headquarters is located at 4 Rue Virginie Hériot – 17000 LA ROCHELLE, registered in the Trade and Companies register of LA ROCHELLE under number B 514 815 844 – SIRET Number: 514 815 844 00030 – APE code: 3012Z

Represented by the general manager, Mr. Christian MOCQUERY, with full powers for the purpose of the present contract,

Hereinafter also known as the “Seller”, on the one hand,

### **AND**

**Mr./ Mrs the happy future owner of a NEEL 43:**

Born on:

residing at:

Hereinafter also known as the “Purchaser”, on the other hand,

### **THE FOLLOWING IS HEREBY AGREED BY THE ABOVEMENTIONED PARTIES**

A. NEEL-TRIMARANS is a manufacturer of safe and high-performance offshore sailing boats.

B. NEEL-TRIMARANS is developing a 43-foot trimaran, the main characteristics of which are detailed in an attached document (hereafter known as “the NEEL 43” or “the Trimaran”). The first of these boats will be launched in spring 2021.

C. The purchaser declares to be interested and requests to be added to the waiting list of potential buyers, without however confirming the definitive decision to order this trimaran.

D. NEEL-TRIMARANS accepts to offer a NEEL 43 trimaran to the Purchaser as a priority, according to their position on the waiting list, at the price and under the conditions applicable at the time of the launch, in return for a certain sum of money paid by the Purchaser, as a deposit into an escrow account.

### **THEN, THE FOLLOWING HAS BEEN AGREED AND DECIDED UPON:**

## **01. ARTICLE 1 – RESERVATION**

In exchange for the deposit detailed in article 4 hereinafter, paid by the Purchaser, the Seller shall propose the purchase of a NEEL 43 to the Purchaser as a priority, depending on his/her position on the waiting list, so the Purchaser can take possession of the boat from a date that shall be defined when the final sales contract is signed, and at an exceptional launch price.

The Seller also promises to:

- Inform the Purchaser of his/her position on the waiting list, a position which is only definitive from the date the deposit is received,
- Provide the Purchaser with a sales contract detailing the characteristics of the NEEL 43, the price and the payment conditions, as well as the estimated delivery date.

## **02. ARTICLE 2 – SCOPE OF THE PRESENT CONTRACT**

Upon signing the present contract, the Purchaser is guaranteed to receive a sales offer for a NEEL 43, depending on his/her position on the waiting list, but it does not oblige the Seller to sell a NEEL 43 to the Purchaser, or the Purchaser to buy a NEEL 43 from the Seller.

Upon reception of the deposit in the escrow account described in article 4, the Seller will benefit from a discount of €30,000 on the price of the boat. Subject to the number of boats available, this discount will be increased by €15,000 if the NEEL 43 is delivered before the 15th July 2022.

The offer is limited to one contract per person or per entity. Professionals of the nautical industry cannot apply.

## **03. ARTICLE 3 – SALE OF A NEEL 43**

The sale of a NEEL 43 depends upon the signature of a sales contract that will be proposed by the Seller, and that the Purchaser is free to refuse to sign.

The Purchaser will have a period of 30 days from reception, to sign the sales contract and transfer the deposit.

In the absence of the signature of the contract within the abovementioned period, the Seller may terminate the present contract, without incurring any liability to the Purchaser or owing any payment.

## **04. ARTICLE 4 – DEPOSIT**

In exchange for the reservation granted, the Purchaser shall transfer, within 15 days, a deposit of 10,000 Euros to the escrow account, under the responsibility of the Cabinet JURICA, represented by Mr. Vincent DELPAL, the details of said account are attached.

The parties shall appoint the Cabinet JURICA, represented by Mr. Vincent Delpal (lawyer) as interim trustee of the deposit. He will be provided with a signed copy of the contract.

The deposit shall not be interest-bearing.

In their shared interest, the parties shall grant the trustee irrevocable authority to keep the deposit and transfer it:

To the Seller, without the presence of the Purchaser, upon request from the Seller, along with a copy of the NEEL 43 sales contract, duly signed by both parties. The deposit will then be deducted, for the amount transferred to the Seller, from the amount to be paid, in accordance with the sales contract for the Trimaran,

To the Purchaser, without the presence of the Seller, upon written request from the Purchaser, notifying that the present contract has been terminated, with a copy of the Purchaser's identity card.

The trustee shall not be responsible for mediating the performance of obligations between the parties.

The trustee shall be released from his duties in one of the following cases:

- by transferring the funds to the Purchaser,
- by transferring the funds to the Seller,
- by handing over the funds or securities, as ordered by the competent court, to a court-appointed trustee.

The trustee fees and charges amount to 100 euros. The Purchaser shall be responsible for payment of this amount.

## **05. ARTICLE 5 – DURATION**

The present reservation contract shall come into effect from its signature, and once the reservation deposit is received. It shall come to an end, if it hasn't already been terminated, on the day that the NEEL 43 sales contract is signed, along with the transfer of the corresponding deposit.

## **06. ARTICLE 6 – TERMINATION**

The Purchaser can terminate the present contract at any moment, without incurring any liability and without owing any payment to the Seller.

The Seller can terminate the present contract, without incurring any liability and without owing any payment to the Purchaser, in the following cases:

- at any moment if they cease production or sales of the NEEL 43, or
- if the Purchaser does not sign the sales contract within 30 days of receiving it.

The termination shall be deemed effective upon reception by one Party, of a registered letter with acknowledgement of receipt, sent for this reason by the other party. The Purchaser shall consequently be removed from the waiting list.

Upon termination by either party, the funds held in the escrow account shall be returned to the Purchaser.

## **07. ARTICLE 7 – RETURN OF THE DEPOSIT IN THE EVENT OF TERMINATION**

The trustee shall transfer the whole amount of the deposit to the bank account that the Purchaser shall provide, within thirty days of receiving the request, sent by the Purchaser by registered letter with acknowledgement of receipt, notifying that the present contract has been terminated.

In the event of the death of the Purchaser as an individual, the request for a refund must be signed by the heirs or beneficiaries, accompanied with proof of this status. In case of doubt, the trustee can request the notarial deeds be sent or handed over, detailing this status. In case of ownership in common, the request must be signed by all persons in question.

## **08. ARTICLE 8 – CONFIDENTIALITY**

For the whole duration of the present contract, the Parties shall treat the sales contract, appendices and other contractual documents exchanged between the parties, with the strictest confidentiality in mind.

However, the Purchaser authorises the Seller to declare the present reservation for the purpose of any undertakings related to the development of the NEEL 43.

## **09. ARTICLE 9 – LIABILITY**

Neither party shall be held liable for non-material damages, of any kind whatsoever, notably for any loss in turnover, loss in production, loss of profit, loss of clients, loss of market share, loss of income or an increase in general expenses.

## **010. ARTICLE 10 – INDEPENDANCE**

The parties expressly declare to be sales and professional partners, completely independent of one another, and shall remain so for the whole duration of the present contract.

## **011. ARTICLE 11 - TRANSFER**

The present contract is drawn up on a nominative basis and cannot be transferred or handed over (as is also the case for the position on the waiting list) by one Party, without the express prior and written agreement from the other Party.

## **012. ARTICLE 12 – LANGUAGE**

The present Terms and Conditions of Sale were originally drawn up in French. In the event they are translated into one or more foreign languages, only the French version shall be regarded as official in case of a dispute.

### **013. ARTICLE 13 - DISPUTES**

Any disputes that could arise as a result of the present contract, with regards the validity, interpretation, performance, termination, the consequences and outcomes of which, shall be submitted to the competent courts as defined by the headquarters location of the company NEEL TRIMARANS, under the conditions laid down by law.

#### LIST OF INFORMATION TRANSFERRED PRIOR TO SIGNING THE PRESENT DOCUMENTS

- 1° The object and main characteristics of the escrow agreement, in particular the position on the waiting list as per the day on which discussions were held, the amount of the deposit, the fees related to the escrow account in the event amounts are held by the Seller's lawyer, as well as details of granting the right to priority,
- 2° The conditions under which the Purchaser can request a refund of the deposit, without owing any fees to the Seller, and the consequences of such,
- 3° Information regarding the Seller's contact details, contract duration, the obligations for the Seller, the terms of terminating the escrow agreement and methods for settling disputes.

***The French version of the contract remains the official one.***

**JUST  
MAKES  
SENSE.**



[www.neel-trimarans.com](http://www.neel-trimarans.com)

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