AEOLOS P30





THE YACHT





30' CARBON FUN ROCKET

The AEOLOS Performance 30" (P30) is optimized for single and double hand sailing and works in a wide range of offshore conditions up to category A. This boat is not only a fast carbon boat, but also a concept for short handed sailing at low costs. Easy transport, launching, low maintenance and a lot more keep running cost to a minimum and you can concentrate on what makes you successful: Training and racing.

The boat is very well optimized under ORC handicap rule, but without compromizing performance. With the current ORC rules beeing so precize now, this boat will be long lasting fast allround design.

An AEOLOS Performance 30 is
simple, reliable, light

quick to assemble (without crane), easy to transport single/double hand (OSR2) and inshore racing with six CE-Norm Category B (affshore) upgrade to Category A with additional equipment possible length: 9,04m width: 2,91m 1.55t empty but rigged boat without sails and motor ballast ratio: more than 50% (800kg) draft: 2,3m - 0,5m (option: lake keel 0,5-1,9n)



THE SAILING MACHINE

- Full carbon sandwich (epoxy/vacuum infusion)
 outside ALEXSEAL Paint on high build Epoxy Primer
 inside visible carbon or white lacquered
- fordeck hatch
- cockpit hatch
 life raft box for max 700mm x 500mm x 1100mm
 (fits Transocean liferaft ISO 9650-1 offshore 6 pers.)

- Appendix
 lifting keel with carbon fin and lead bomb (goes through the cabin roof for transport) option: keel with 1,9m depth
 ■ lifting rudder in cassette with carbon tiller option: double rudders with kickup system

- Rigg

 divisible carbon mast

 tube weight 22.6kg

 total weight with fittings/spreaders ex rigging 37kg

- carbon bowsprit, foldable (harbour) and removable
- (transport)
 Halyards: Gennaker (top), Code 0 (top), main (1:2),
 Jib, Cutter stay (1:2)

- Fittings general

 very high-quality fittings

 Marlow ropes (Grand Prix quality)

 4 self HARKEN tailing winches

 backstays with high load ball bearing blocks

 2 clutch banks chatering 10 halyards/trim lines

 stainless steel stantions (OSR conform)

- Mainsail handling/trim

 easy running traveller system

 mainsheet system, 1:4, 1:18, 1:16 ratio

 cunningham 1:8

 boom vang, double side adjustable

 main halyard 1:2 with reefing loops

- 2 reefs

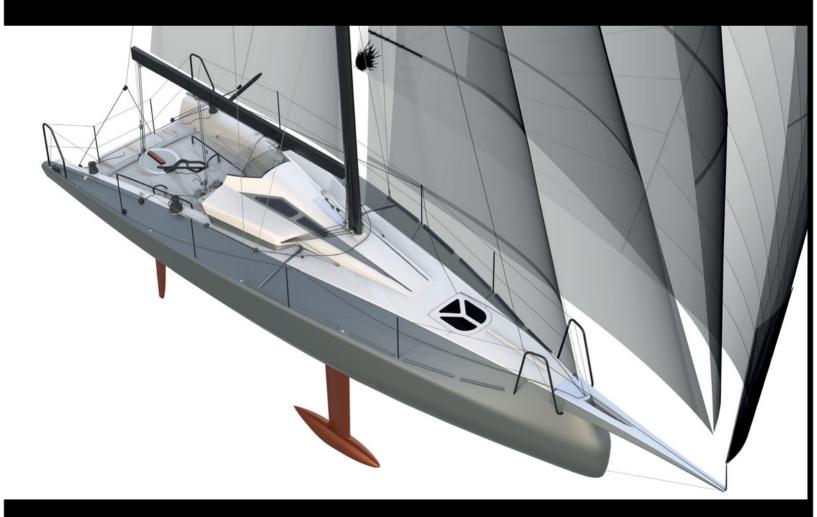
- Jib handling/trim
 3D jib leads on ball bearing tracks
 dyneema jib traveller
 jib track adjustment
 cutter jib halyard high load 1:2

Downwind sails handling/trim

- 2 gennaker/code 0 sheeting systems
 2 gennaker/Code0 mast top halyards
 2 barber hauler with 3 padeye positions each side
 gennaker sock with 2 ball bearing tubes in the hatch hole
 gennaker bag A5 in cabin entrance

- motor
 no motor in the scope of delivery, but:
 blind plug if motor is removed
 removable motor plug
 prepared for E-POD drive, but also possible to add
 a simple 3-6 HP outboard engine in the plug
 motor and installation will be provided by the regional dealer or service partner

- Interior
 foldable cabin stairs
- Gennaker socket with 2 ball bearing rollers

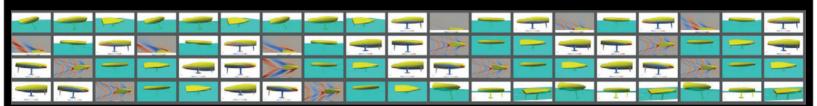


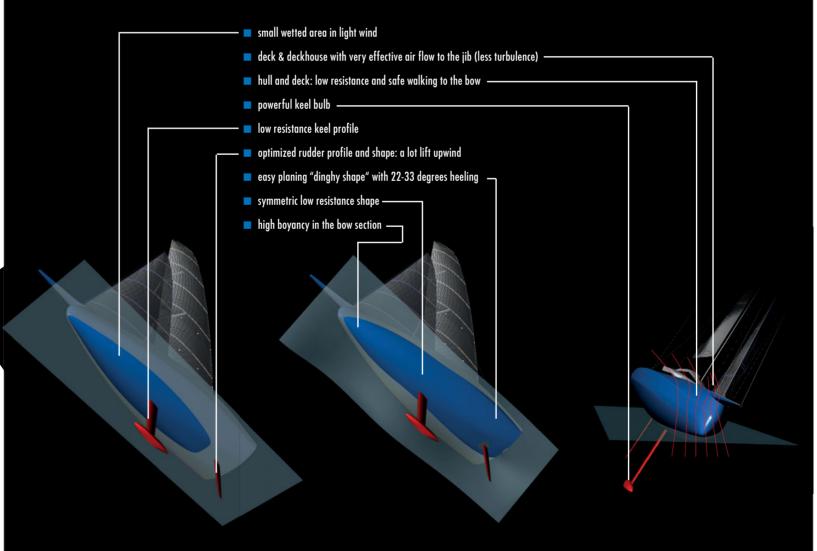




RESEARCH & DESIGN

Hundreds of hours of optimisation with the best experts and tools result in a highly optimised shape. The most powerful invention is the flat stern section with heel. The exit angle of the stern lines at heel is almost zero, which means a perfect planning shape. And with up to 30 degrees, the keel weight works very effectively — so you will carry your sails much longer than usual. The CFD calculations proofed that a single rudder and a close eye on wetted surface is the best for short and medium distance racing in the typical wind conditions around the world.



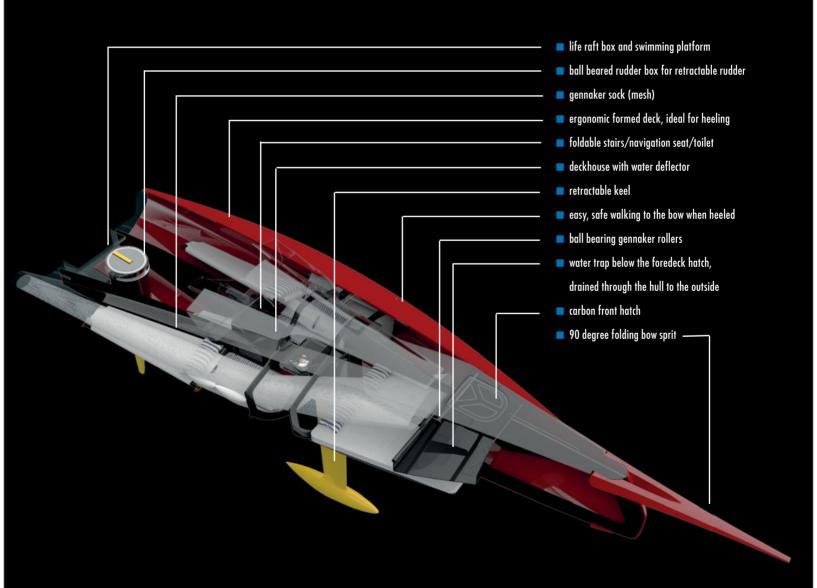




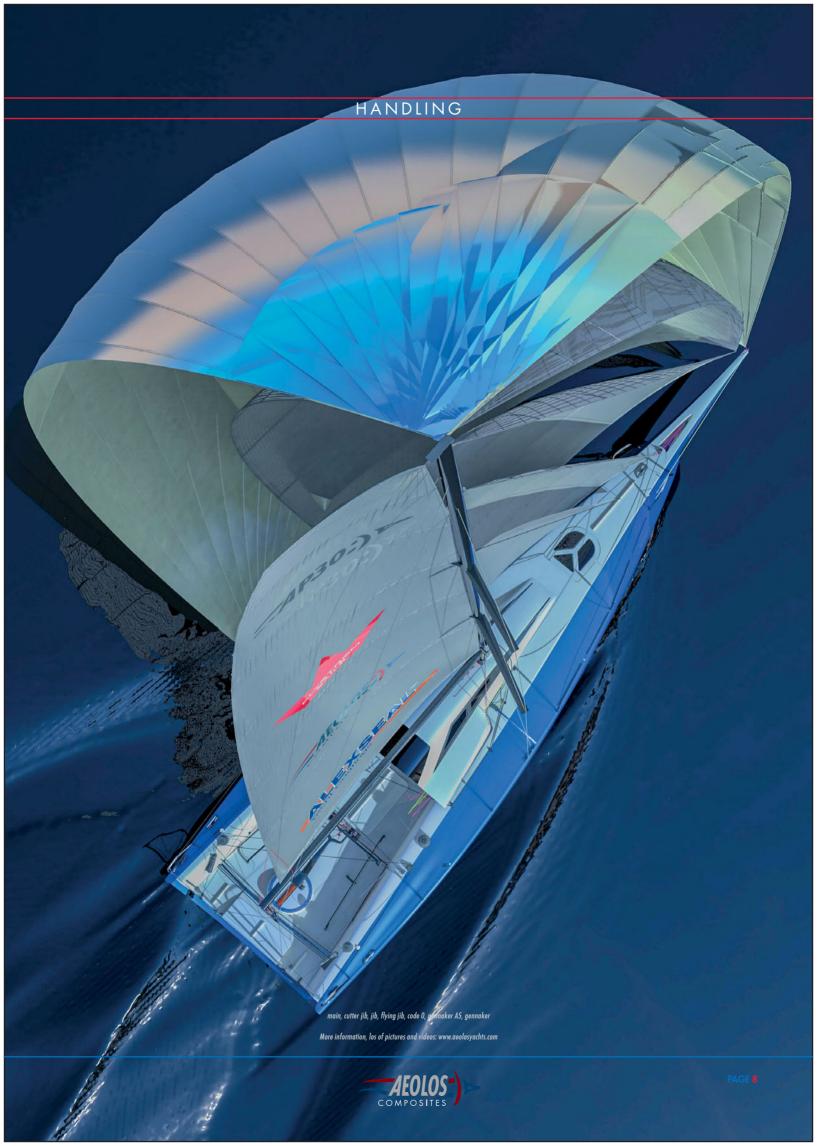
PURE RACING VERSION

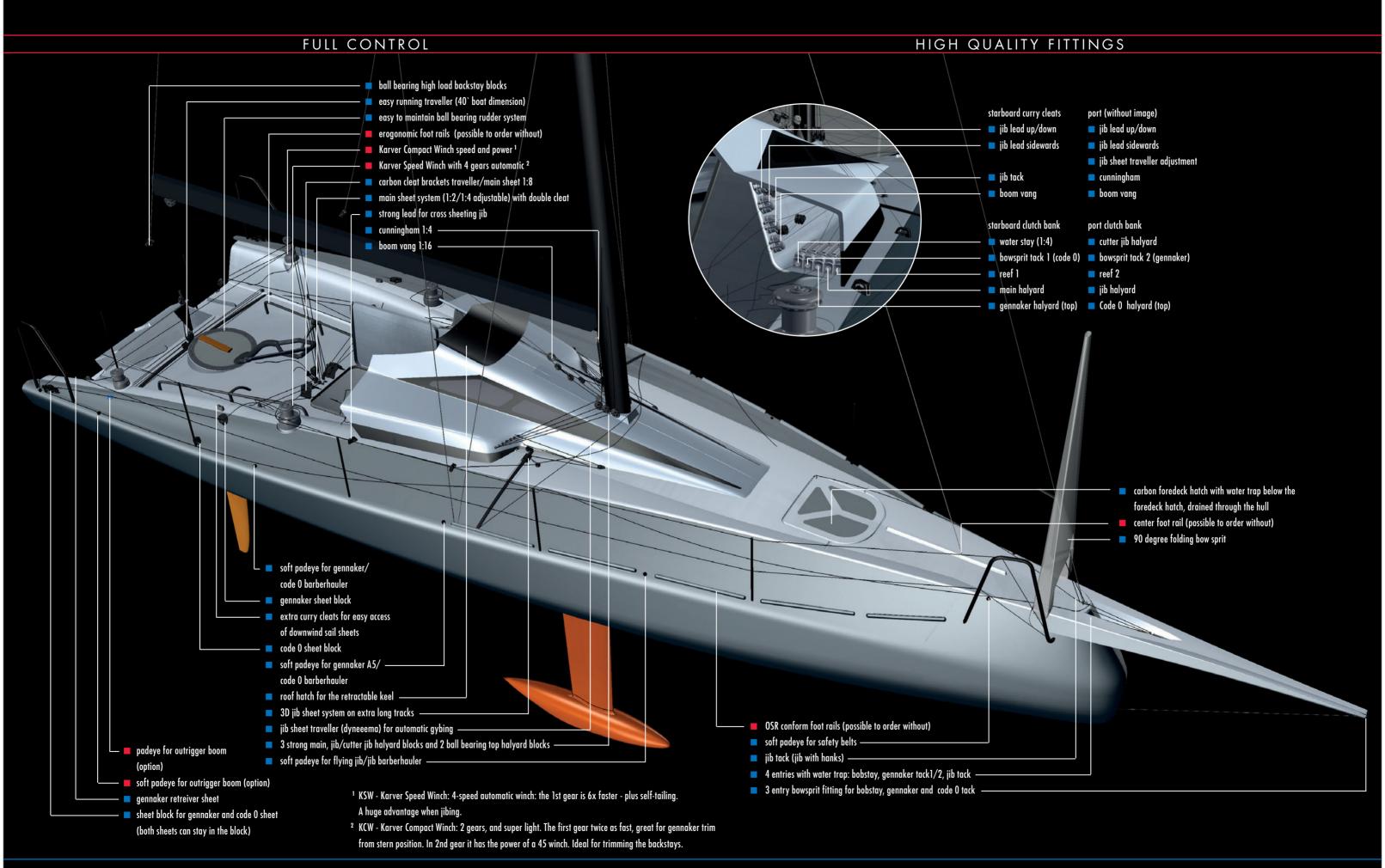
The "PURE RACING VERSION" contains all parts that make a boat fast:
High quality fittings, superior ropes, light interior and a advanced
carbon mast. The large gennaker, stored in a gennaker sock, will
always remain attached to sheets and halyard, this will be hoisted
and retrieved through the front hatch. Some of the best features:

- 4 self tailing winches
- main sheet system adjustable with 3 (!) different ratios
- 3D jib sheet system on extra long tracks
- blind plug for engine between keel and rudder
- 2 bilge pumps self adjusting to the heel angle





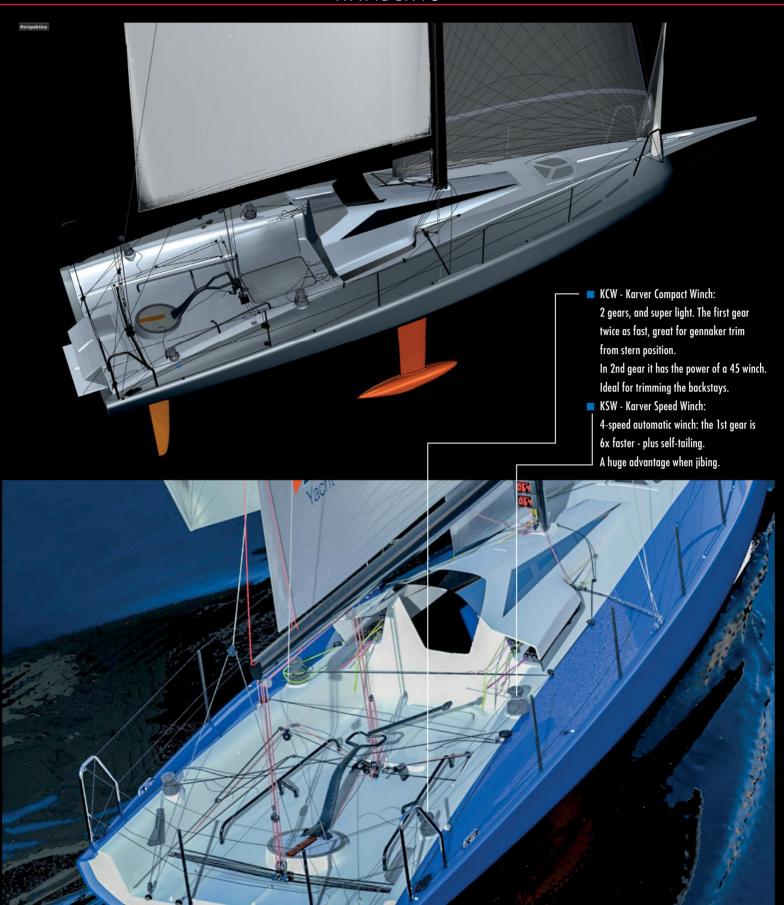


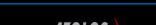






HANDLING





More information, los of pictures and videos: www.aeolosyachts.com

OPTIONS: OFFSHORE-INTERIOR

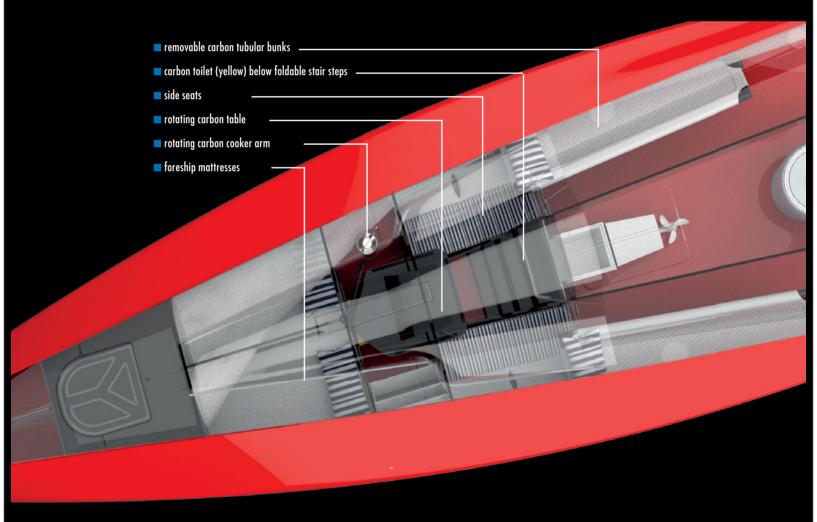
The offshore interior is consequently optimized for the workflow and handling during sailing. The boat reaches it's optimal speed at a heeling angle of 20-30 degrees, which is a big advantage, because the bulb of the keel works very effective. This interior options allows you a fast rejuvenation during sleeping, cooking or navigation also in heavy weather conditions.

- everything is ergonomically optimised to 1.90m size all black carbon composite, painted as option
- rotating navigation table (dark blue)

- rotating navigation table (dark blue)
 folding steps in the entrance giving the ability to sit safe when heeled, thanks the side guides (brown)
 toilet in the middle below the fold-away entrance steps with compostable bags and fixed bucked
 due to the positioning of the aft adjustable berths your bodyweight does not affect the speed weather sitting on the rail or sleepin in the boothe (pink)
- berths (pink)

 inclined benches in the middle means easy access to the rear berths when the boat is heeled (light blue)

 gimballed cooker on a rotating arm (green)



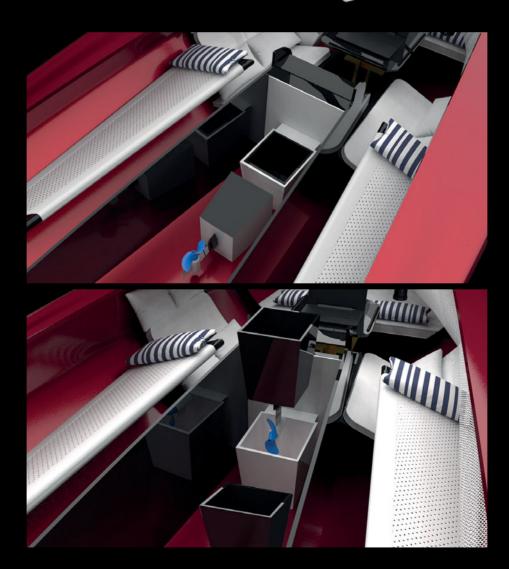


OPTION: MOTOR

With this boat you always want to sail, even for mooring in the harbour. But sometimes there is no wind. The AEOLOS P30 has an option to fit an E-motor (pod system) or a simple 2-6 horsepower outboard engine by changing the blind plug below the cockpit hatch with the motor plug. That gives you the comfort of leaving the harbour and the savety to drive if becalmed.

- motor plug mount blind plug engine plug
- motor and installation can be provided by the regional dealer or service partner



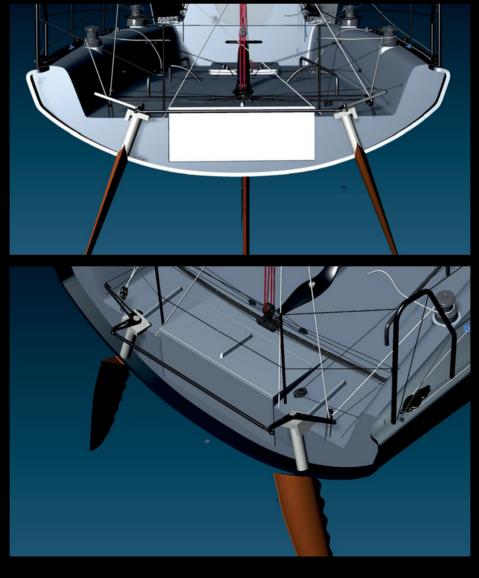




OPTION: DOUBLE RUDDER

The double rudder system with kickup for UFOs - underwater floating objects we recommend for long distance offshore racing: this system has advantages compared to a single rudder from an average wind speed above 20knot upwind/16knot downwind. The unique rudder design is inspired by the humpback whale flippers, that gives him superior maneuverability when catching prey. A foil with tubercles showing delayed separation at the tubercles, and improve the maneuverability of a vessel but at the same time it increases the resistance. But in high waves it's an option to improve safe sailing and tolerance for the autopilot, i.e. you carry the big kite longer.

- 2 carbon rudders connected with a carbon strut
 tilt system with stern reimforcements
 carbon tiller (mounted on modified flat cockpit bottom)





OPTION: MAST LAYING DEVICE

The mast laying device holds the mast firmly during eracting and dismantling. This gives you the ability to do in launch and retrieve the boat even with wind and waves.

- mast laying device made of carbon
 easy to mount
 stable mast in every moment due to backstays mounted on cross tubes
 cross tubes fixed at existing padeyes
 mast mount/turning point fixed at the keel





OPTION: TILT TRAILER

Using the trailer will not only save you money, but give you the abilitly to do a lot more races and training. One weekand you can sail on Lake Garda, the next weekend Cowes week.

During a three year racing campaign the running costs are usually higher than the costs of buying the boat. We have spent a lot of time to reduce the time for launching the boat without the use of a crane.

The boat can be launched off a beach or silpway from this trailer. Using the drive-in aids, you are able to put the boat on the trailer while the trailer is completely submerged. The precise cradles for hull and keel bomb will hold the boat exactly spot that holds the ship and securely. After the boat is being retrieved, it is tilted to it's transport position. With only 2,5m width you allowed to drive on roads globally. The stable tilting device allows the keel to remain in the boat. The low centre of gravity lets you drive safe and comfortable.

- 2,8t aluminium trailer, payload 2,2t
 stable, double frame chassis
 galvanised, longitudinally adjustable axles
 waterproof wheel hubs
- the tyres are suitable for 100 km/h
- tilt device
- 4 precize glasfiber cradles mounted in an aluminium frame for keel bulb, bow, and 2 hull middle sections

- to receive the sound and minute sections

 braked with overrun device

 winch stand with safety cable winch and steel cab

 extendable and removable light bar made of aluminium profile

 protected installation of multi-chamber lights

Options

- drive-in aids
- spare wheel
- transport boxes
- motor driven hydraulics
 padded tension belts





THE ALL-ROUND HAPPY PACKAGE

We want happy customers. Please visit us in Dubai and have your first sailing experience with your new boat here. We have stable winds, great weather and a beautiful sailing area. To make it as easy as possible for you, we offer a handover package calculated on your origin, which includes.....

... for you:

- fligts to Dubai and back, hotel
- shuttle from the airport and back
- shuttle from the hotel/yard/sailing club/dinner event
- test sailing, handover
- if you wish, guided experience for your accompany (sightseeing/shopping) during sail
- dinner event
- you are welcome to stay longer:
 The UAE is a nice country, Dubai a great city.

... for your boat:

- weekly picture documentation of the construction process of your boat (always free of charge)
- tax & customs service for your boat
- delivery on the trailer or in a container to your home port
- assembly service by our local dealer





THE WINTER TRAINING MODEL

The ideal complement to the 1:1 AEOLOS P30 is the 1:10 RC version. Trim, tactics and rules are identical to 1:1 sailing. With the 91cm long carbon hull, the AEOLOS P30 RC has impressive sailing characteristics and is a real eye-catcher. Built in Dubai from modern materials and equipped with a fail-safe sail and rudder servo, the AEOLOS P30 RC offers up to 8 hours of sailing fun without recharging. The yacht is assembled in just a few minutes and fits into the smallest car boot or boat. The model yacht made of carbon epoxy is also absolutely seawater-proof: thanks to the simple double hatch system and stainless steel fittings.

- 91cm Carbon hull
- mounted rudder and sail servos
- mast, booms made of Carbon
- sails made of Polyester Spinnakercloth

Options

- most transmitter/receiver/batteries fits in the boat
- medium and heavy wind sails
- individual designs printed on the sails
- individual painting







SCHEDULE 1 - SPECIFICATION BASIC BOAT

BOAT

- single/double hand (OSR2) and inshore racing with six
- CE-Norm Category B (offshore)
 upgrade to A with additional equipment possible
- length: 9 04m
- width: 2,91m
- 1.55t empty but rigged boat without sails and motor

- ballast 800kg draft: 2,3m 0,5m or option: 1,9m 0,5m lake contance version
- full carbon sandwich (epoxy/vacuum infusion)
- outside ALEXSEAL Paint on high build Epoxy Primer
- hull color: ALEXSEAL T9134 Snow White (similar to RAL 9016)
- deck color: Alexseal T7155 Kingston Gray with anti-slip patches (similar to RAL 7046 Telegrau 2)
- deckhouse color: ALEXSEAL T9123 Matterhorn White (similar to RAL 9006 Weißaluminium)
- inside visible carbon
- CFD and Rating optimized by renowned partners
- Structural Engineering/CE certification
- cabin hatch
- foredeck hatch
- cockpit hatch
- foot rails on deck 25mm (OSR conform)
- position lighs bow and stern

APPENDIX

- lifting keel with carbon fin and lead bomb (goes through the cabin roof for transport)
- lifting rudder in cassette with carbon tiller
- option: kick up double rudder, check accessories list
 option: trible rudder, change between single/double rudder, check accessories list

RIGG

- Pauger divisible carbon mast
- tube weight 22.6kg
- total weight with fittings/spreaders ex rigging 37kg
- **ROD Rigging**
- Carbon boom
- Carbon bowsprit, foldable (harbour) and removable (transport)
- Halyards: Gennaker (top), Code O (top), Main (1:2), Jib, Cutter stay

COCKPIT

- Carbon tiller with carbon tiller extrension
- ball beared rudder cassette
- aluminium traveller track
- aluminium food rails

INTERIOR

- foldable cabin stair steps
- 2 bilge pumps
- cabin light red/white
- light starbord/port berth
- electro panel (8 fuses/switches)

FITTINGS GENERAL

- very high-quality fittings, rather oversized
- Marlow ropes (Grand Prix quality)
- 2 primary winches KSW Karver Speed Winch: 4-speed automatic winch
- 2secondary winches KCW Karver Compact Winch: 2 gears, and super light
- backstays with 4 high load ball bearing blocks
- starboard clutch bank
 - 1. Gennaker halyard
 - 2. Main Halyard

 - 3. Cutter stay
 4. Code 0 tackline
 5. Reef 1
- port clutch bank
 - . Code O halyard 8
 - 2. Jib Halyard
 - 3. Gennaker tackline
 - 4. bob stay gennaker boom

Mainsail handling/trim

- high duty traveller system
- mainsheet system 1:4, 1:18, 1:16 ratio
- cunningham 1:8
- boon vang both side adjustable
- main halyard with reef loops
- 2 reefs

Jib handling/trim

- 3D jib bearing on HARKRN tracks
- dvneema iib traveller
- jib tack adjustment
- cutter jib halyard high load

Downwind sails handling/trim

- 2 gennaker/Code 0 sheeting systems
- 2 gennaker/CodeO mast top halyards
- 2 barber hauler with 3 padeye positions each side
- gennaker sock with 2 ball bearing tubes in the hatch hole
- gennaker bag in cabin entrance

MOTOR

no motor, motor as option

- removable carbon motor plug
- a) prepared for E-POD drive
- b) also possible to add an simple 3-6 HP outboard engine in the plug
- incl. carbon blind plug, for use if motor is removed

boat with equipment described on this page:

EUR 99.400,- without tax ex Dubai/UAE

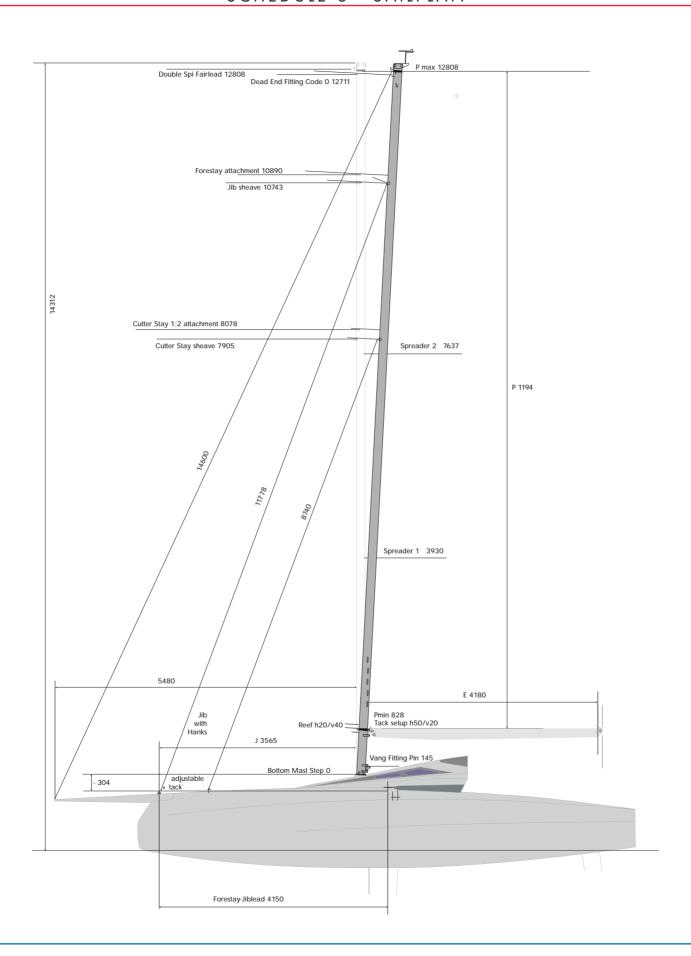


SCHEDULE 2 - SPECIFICATION OPTIONS

OPTIONS BOAT	OPTIONS ELECTRONICS
double rudder with kickup system and carbon tiller, surcharge \in 4390, including reinforcement of stern and modifing cockpit bottom	□ LiFePo battery 1000 Ahm with battery mount \in 985,−
	□ Carbon mast mount tor 2 Maxi Displays € 320.—
□ trible rudder: option to change between single and double rudder, surcharge _ € 6640, including 3 rudder blades, single rudder box, kickup system and carbon tiller, reinforcement of stern	\square Carbon mast mount for 3 Maxi Displays \leqslant 385,-
□ surcharge keel 1,9m depth, surcharge € 1430,-	□ Electronics packageask local dealer *
a soluting con 1,7/11 depth, soluting C 1430,7	□ Autopilot Raymarine Evo 100ask local dealer *
OPTIONS DESIGN	$lue{}$ Autopilot JEFA Drive with removable tiller steering lines for NKE or others $\ _ \ \in 3240, -$
☐ different hull plain color, surcharge€ 2.320,-	-
☐ different hull color metallic€ 2.830,-	OPTIONS TRANSPORT
	□ mast laying device, carbon € 1.840,-
□ different deck plain color € 930,-	
\Box different deck color metallic \in 1.420,-	
☐ different deckhouse plain color € 430,-	\square padded rudder bag $=$ \leq 400,-
□ different deckhouse color metallic € 655,	\square padded shrouds and spreaders bag \in 220,–
	\square padded mast bag and mounting brackets \leqslant 520,-
\square soft deck anti skip (replaceable) deck and cockpit \ll 2.280,-	
\square soft deck anti skip (replaceable) deck and cockpit \leqslant 1.160,-	padded tension belts \le 120,-
☐ Antifouling (VC Offshore Black) € 1440,-	OPTIONS MOTOR
OPTIONS INTERIOR	□ e-motor ePropulsion POD Drive 3.0 6HP with side controller & display € 5840,—6 horsepower, 6kg weight
$ullet$ Cooker Arm (carbon, turnable) with gimble and JetBoil water cooker \in 420,-	- □ ePropulsion E80 4096 Wh LiFePO4 battery € 2580,-
\square Table (visible carbon, turnable) \in 840,-	51.2 V, 48 kg
□ Toilet (carbon)€ 420,-	- ePropulsion high speed charger 40A \in 880,– 2,5 charging time
\Box Tubular bunks (carbon, adjustable, removable) \in 1.760,-	Outboard motor with steeringask local dealer
\square side seats carbon sandwich with upholstery \in 980,-	-
\square Foreship carbon sandwich beds and mattresses \in 1280,-	TRAILER & OPTIONS
\square inside painted surface (white or grey, sanded, filled and sanded) \in 2280,-	\square Tilt slip trailer aluminium, with big GRP cradles \in 9.800,-
	\Box Tilt slip trailer steel, galvanized, with big GRP cradles \in 7.900,–
OPTIONS FITTINGS	$\hfill\Box$ standard slip trailer steel, galvanized, with big GRP cradles $\ensuremath{\in}$ 5.500.—
□ life rafts 2 persons/ 6 persons for stern life raft box inask local dealer	*
$ullet$ 2 backstay jammers on carbon brackets with mounting \in 540,-	□ drive in aids€ 140,−
\square jib halyard mast lock \in 1.860,-	□ spare wheel € 120,−
\square removable Gennaker bag in the cabin entrance \in 460,-	□ long right side aluminium transport box 2500mm x 240mm x 280mm = € 940,−
\square 3 Antal Roller Cleats black with mounting \in 776,-	☐ front aluminium transport box 540mm x 830mm x 280mm€ 640,—
$ullet$ Mainsail ANTAL car set AEOLOS P30, Headcar, 4 battencars, 5 simple cars \in 640,-	
\square 4 halyard bags, UV resistant cloth, incl. mounting \in 680,-	TRANSPORT -
	$\hfill\Box$ big GRP cradles with 20mm foam hull protection, for trailers $\ensuremath{\in}$ 1.400.—
	\square High Cube Container transport rack with big GRP cradles \in 2.400.— These cradles can be used for a locally purchased or existing trailer
* Your local dealer or yard can help you completing your AEOLOS P30. We are happy to provid drawings, 3D data or measurements. Especially for electronics it is better for you to work wit an local service partner. Life rafts need regulary service. Please buy locally.	e h
un tocal service partner. Lite ratis need regulary service. Please duy locally.	AEOLOS P30 RC MODEL YACHT Model yacht rendy to sail, but without transmitter/receiver/hattery £ 999_



SCHEDULE 6 - SAILPLAN





Build Number/Hull No: I
THIS AGREEMENT is made this day of: 9.3.2021
BETWEEN Aeolos FZE
Office address:
Aeolos FZE
Umm Al Quwain Free Trade Zone Authority
Business Center 103-104, Al Shmookh Building
Umm Al Quwain, United Arab Emirates
AND
(the "Purchaser")

AGREEMENT AND SPECIFICATION OF THE BOAT

- 1.1 The Builder agrees to construct and the Purchaser agrees to buy the boat described in the Specification as set out in Schedule 1, together with any drawings and plans, all of which shall be signed by the Parties, ("the Boat") and in accordance with the terms of this Agreement.
- 1.2 Subject to any agreed amendments in writing to the Specification, drawings and plans, the Purchaser shall have the right to reject any workmanship, materials and/or equipment which does not comply therewith. Such rejection shall be ineffective unless confirmed to the Builders by notice in writing within 7 days, from the date of receipt of boat from the Builder, which shall not absolve the Builder from performing the warranties provided in Clause 8 hereunder.
- 1.3 The Builders shall be under no contractual or other obligation to accept any order of the Purchaser until it has been confirmed and signed on behalf of the Builders by one of their Directors. In addition, any changes in payment as specified in schedule 3 shall be confirmed and signed un the same way.
- 1.3 The Builder shall build the Boat in compliance with all applicable statutory requirements and regulations relating to the construction, sale and operation of the Boat in the UAE or any other requirements or regulations which may be agreed in writing between the Parties.

2. MODIFICATION AND CHANGES TO THE SPECIFICATION

- 2.1 No modifications or changes to the Specification, Delivery Date and/or price shall be binding on the Parties unless and until set out in writing and signed by both Parties.
- 2.2 The Builders shall have the right to refuse to agree to any modification or change to the Specification, drawing or plans unless the agreed Specification, drawing and plans, are found to be in contravention to international and local regulations.

3. CONTRACT PRICE AND PAYMENT

- 3.1 The price of the Boat is the amount set out in Schedule 2 together with the cost of any modifications or changes to the Specification agreed between the Parties under Clause 2.1 and any adjustments made under Clause 3.3 and, if applicable, taxed at the rate applicable from time to time (together the "Contract Price"). The Purchaser agrees to pay the Contract Price by instalments as set out in Schedule 3 ("Stage Payments") and as provided in this Clause.
- 3.2 The Builder shall give the Purchaser 7 days' notice of the anticipated date of completion of each stage of construction as provided in Schedule 2. On expiry of such notice the Purchaser shall certify that the stage has been satisfactorily completed (such certification not to be unreasonably withheld) whereupon the relevant Stage Payment will become immediately due and payable in full without discount, deduction or set off. The Purchaser shall appoint, if desired, a third party certifier that is mutually agreed with the Builder prior to commencement of construction, and only upon receiving clearance from such third party certifier, each instalment will be released. The inspection for certification shall be conducted at the end of the 7 days' notice period and any time within 7 days thereof. Otherwise, the Purchaser is deemed to have accepted the completion of the relevant stage of construction and the Stage Payment will become immediately due and payable in full without discount, deduction or set off.
- 3.3 If during the period of this Agreement there is an increase in the Builders' net cost of constructing the Boat, whether in relation to materials or labour or which arises from any change in the applicable law or regulations, and provided always that the Builder has proceeded with reasonable dispatch and with due written approval from the Purchaser, the Parties agree that the Builder shall be entitled to increase the Contract Price proportionately to such increase in cost and the Purchaser undertakes and agrees to pay the Contract Price as so adjusted.
- 3.4 If the Contract Price is varied in accordance with Clauses 2.1 and/or 3.1 the Builders shall be entitled to require payment of any increase in the Contract Price by reason of any modification or change to receive such increase by way of additions to the Stage Payments.
- 3.5 If the Contract Price is varied in accordance with Clause 3.3 the amount of the increase shall be divided by the number of remaining Stage Payments and the amount so calculated shall be added to each remaining Stage Payment and Schedule 2 shall be amended accordingly.
- 3.6 If for any reason any tax, levy, charge or any other sum required to be paid by law shall be omitted from the amount of the Contract Price or shall be varied or introduced after the date of this Agreement and shall be required to be paid by the Purchaser, the Purchaser shall pay such additional sum forthwith on demand.

4 UNPAID INSTALMENTS

- 4.1 If the Purchaser fails for any reason to pay the full amount of any Stage Payment or other sum due to the Builders on the due date, the Builders shall be entitled to stop construction of the Boat until all outstanding payments have been paid in full, and the Delivery Date shall be extended by the period of such delay in payment.
- 4.2 If such failure to pay any sum due continues for 7 days the Builders shall thereafter be entitled to delay the delivery and charge storage fees at the rate of AED 5 per feet of the length of the boat per day.
- 4.3 After a further period of 7 days' delay, the Builders shall, without prejudice to any other rights, be entitled: 4.3.1 To require payment from the Purchaser forthwith of the balance of the Contract Price then outstanding and to complete the construction of the Boat; or
- 4.3.2 To terminate this Agreement and to sell the Boat pursuant to Clause 9.2.



5 ACCEPTANCE TRIAL AND DELIVERY

5.1 The Boat shall be completed and ready for delivery at the place and on the date stated in Schedule 3 or on such later date as may be determined in accordance with the terms of this Agreement (the "Delivery Date").

5.2 Unless otherwise agreed between the Parties the Boat shall, at the Builders' expense, be taken on a trial trip (of not more than 2 hours' duration) before delivery (the "Acceptance Trial"). The Builders shall give the Purchaser at least 7 days' written notice of the place and approximate duration of the Acceptance Trial, but if the date shall not be convenient to the Purchaser the Parties shall agree an alternative date not more than one month after the date proposed by the Builders.

5.3 If during the Acceptance Trial any defects in workmanship or materials or deviations from the Specification are found, the Builders shall forthwith rectify such defects or deviations and shall carry out a further Acceptance Trial in accordance with Clause 5.2

5.4 If the Purchaser or his third party certifier fails to attend a first Acceptance Trial, the Builders shall carry out a further Acceptance Trial pursuant to Clause 5.2, save that the cost thereof shall be for the account of the Purchaser.

5.5 If the Purchaser or his third party certifier fails to attend such further Acceptance Trial, or if the Parties shall fail to agree an alternative date for a first or further Acceptance Trial, the Builders shall confirm in writing to the Purchaser that an Acceptance Trial has been deemed to have taken place and provided that the Builders shall certify that the Boat is constructed in accordance with the Specification and performs satisfactorily the Purchaser shall be deemed to have accepted it.

5.6 At the satisfactory conclusion of the Acceptance Trial the Purchaser shall sign the Certificate of Delivery and Acceptance in the form provided in Schedule 4. The final balance of the Contract Price shall become due and payable immediately upon signature of the Certificate of Delivery and Acceptance or upon provision by the Builders to the Purchaser of the Certificate referred to at Clause 5.5 or upon the Purchaser's or his third party certifier's wrongful failure of refusal to sign the Certificate of Delivery and Acceptance.

5.7 The Purchaser shall take delivery of the Boat immediately upon signature by the Purchaser or his third party certifier of the Certificate of Delivery and Acceptance and payment of the final balance of the Contract Price and any other sums owing to the Builders by the Purchaser. If the Purchaser fails to take delivery of the Boat or fails to pay any outstanding sums due to the Builders then, in addition to any other rights which the Builders may have, the Builders shall be entitled to require the Purchaser to pay such reasonable berthing and/or storage charges as the Builders shall notify to the Purchaser together with any other expenses reasonably incurred by the Builders, including but not limited to insurance, maintenance and lifting of the Boat in or out of the water until actual delivery shall take place.

5.8 The Purchaser and the Builders expressly agree that the Builders shall not be responsible for investigating or otherwise ensuring that the Purchaser is competent and experienced in the proper control and/or navigation of the Boat. If requested by the Purchaser, the Builder shall provide a list of boat handling/training establishment.

6 DELAYS AND EXTENSIONS OF TIME (FORCE MAJEURE)

6.1 If construction of the Boat is delayed directly or indirectly due to any cause beyond the Builders' reasonable control (i.e. due to any Force Majeure causes, namely acts of God OR

lawful orders of authority such as Sterilization/Disinfection Programs) the Delivery Date shall be extended by the period of time during which such delaying event operates.

6.2 The Builders shall give the Purchaser written notice of any event in respect of which the Builders claim to be entitled to an extension of time

6.2.1 within 7 days of its commencement, stating the date on which the delay commenced, the cause of it and its estimated duration: and

6.2.2 within 7 days of its end, stating the date on which it ended and the total period of the extension sought.

Any dispute arising between the Parties as to the operation of a delaying event shall be adjudicated in accordance with Clause 12.

6.3 If the Builder's premises, plant, machinery or equipment shall be so damaged by the operation of a delaying event for which the Builders are not responsible so as to make it impracticable for the Builder to complete the construction of the Boat, the Builder may, at their option (to be exercised within 21 days of the operation of the delaying event), cancel this Agreement by notice in writing to the Purchaser, whereupon the Purchaser shall be entitled by written election either: 6.3.1 to take over and complete the Boat without further liability on the Builder whereupon the Purchaser shall pay to the Builder all sums then due, whether by way of Stage Payments or otherwise; or

6.3.2 to require repayment of all instalments paid by the Purchaser to the Builder and upon such repayment title in the Boat and all materials and equipment appropriated to the Boat shall revert in the Builder.

7 ACCESS TO BOAT AND TO BUILDERS' PREMISES

7.1 The Purchaser and / or his third party certifier shall have the right to inspect the progress of construction of the Boat from time to time during the Builders' normal business hours with the prior written consent of the Builder, such consent not to be unreasonably withheld provided always that the Builder shall be entitled to appoint a representative to accompany the Purchaser or Purchaser's agent and that access shall extend only to those parts of the Builders' premises necessary for the inspection of the Boat and/or the materials and equipment appropriated

7.2 The Purchaser shall observe all current rules and regulations applied by and to the Builder, and to their premises.

8 WARRANTIES

In addition to the Purchaser's statutory rights the following warranties shall apply:

8.1 Subject to the conditions set out below and otherwise expressly set out herein the Builders warrant to the Purchaser that the Boat will be of satisfactory quality and reasonably fit for the purpose(s) made known to the Builders in writing prior to the date of this Agreement whether or not such purpose is one for which the Boat is commonly supplied and will correspond with the Specification and any variation, addition or modification thereto. The Builders further warrant that the Boat will be free from defects in materials and workmanship for a period of 12 months from the time of delivery.

8.2 The Builder warrants to the Purchaser that on delivery the Boat will comply with:

8.2.1 all legislative requirements and regulations relating to the sale of the Boat in the UAE for



any purpose(s) made known under 8.1 above; or

- 8.2.2 Any other requirements or regulations which may be agreed in writing between the Parties
- 8.3 The Purchaser's statutory rights and the warranties set out in Clause 8.1 and 8.2 shall be subject to the following conditions:
- 8.3.1 The Builder shall have no liability for any defect in the Boat arising from the Specification supplied, provided or varied by the Purchaser;
- 8.3.2 The Builder shall repair or replace any defect in the workmanship, materials or equipment or their failure to correspond with the Specification. Such repair or replacement shall be carried out by the Builder at its premises or, where it will be convenient to the Parties; the Builder shall pay the reasonable cost of having the work carried out elsewhere;
- 8.3.3 The Builder shall only be liable for any defects or failures which were not apparent on reasonable inspection during the Acceptance Trial or within a reasonable time thereafter;
- 8.3.4 The Purchaser shall notify the Builder in writing immediately on discovery of any alleged defect and the Builder or their agent shall have the right to inspect the Boat including the right to carry out sea trials to enable the Builder or their agent to examine or assess the extent of the alleged defect. The expense of any such trials shall be borne by the Builder if the defect is shown to be one of workmanship or materials. Otherwise, expenses shall be borne by the Purchaser.

9 TERMINATION

- 9.1 The Builder shall be entitled to terminate this Agreement by written notice without prejudice to any other rights or remedies available if:
- 9.1.1 The Purchaser becomes insolvent; or
- 9.1.2 The Purchaser has failed without good reason to make one or more Stage Payments or any other payment within 28 days of such payment being due and payable and has not referred the underlying reason for such delay to dispute resolution under the provisions of Clause 12.
- 9.2 If the Builder exercises its right to terminate this Agreement under Clause 9.1, it shall be entitled to sell the Boat, the materials and the equipment and/or any other property of the Purchaser in the possession of the Builder for the purpose of the construction of the Boat. The Builder shall give the Purchaser 28 days' written notice of their intention to sell the Boat and/or other property and such notice shall give details of the reasons for the sale including details of any sums due and payable to the Builder together with details of the proposed method of sale. Following the sale of the Boat and/or other property the Builder shall repay to the Purchaser the balance of the proceeds of sale after deduction of all sums owing to the Builder and all reasonable legal or other expenses including, but not limited to, the costs of sale and maintenance and storage charges incurred by the Builder.
- 9.3 In addition to any other rights set out herein the provisions of UAE law shall apply in relation to uncollected boats and/or other property and for the purposes of UAE law it is hereby expressly agreed that the Builders' obligations to the Purchaser as custodians of the Boat and/or other property terminate upon the expiry or lawful termination of this Agreement and pursuant to UAE law the Builder have a right of sale exercisable in certain circumstances as set out in the law. 9.4 For the purposes of Clauses 9.2 and 9.3 only the Purchaser hereby irrevocably appoints the Builder as the agent of the Purchaser for the sale of the Boat and/or other property. The Purchaser shall co-operate with the Builder insofar as may be necessary to effect a sale of the Boat including signing or confirming any authority or instructions.

10 OWNERSHIP OF THE BOAT

- 10.1 The Boat and/or all materials and equipment purchased or appropriated from time to time by the Builder specifically for its construction (whether in their premises, upon the water or elsewhere) shall become the property of the Purchaser upon payment of the first Stage Payment or, if later, upon the date of the said purchase or appropriation. The Builder shall, however, have a lien on the Boat and any materials or equipment purchased for or appropriated to the construction for recovery of all sums (whether invoiced or not) under the terms of this Agreement or any variation or modification hereof. Any materials or equipment rejected by the Purchaser shall forthwith revert in the Builder.
- 10.2 The Builder shall, insofar as it is reasonably practicable to do so, mark all individual items of equipment and materials which are purchased for or appropriated to the construction of the Roat
- 10.3 If during construction of the boat and until the final payment has been made by the Purchaser to the Builder, the Purchaser is in breach of any of the terms of this Agreement after the property in the Boat and/or materials and equipment has passed to him and the Builder wish to exercise their rights to sell the Boat and/or materials and equipment as set out herein then the property in the Boat and/or materials shall revert from the Purchaser to the Builders following 28 days' notice by the Builder of its intention to exercise such rights.
- 10.4 Notwithstanding the provisions of this Clause risk in the Boat shall remain with the Builder until the actual delivery of the Boat to the Purchaser.

11 NOTICES

Any notice required to be given hereunder shall be in writing and either (i) given by hand or electronic transmission with proof of delivery, or (ii) sent by courier to the other party at the address set out in this Agreement or such other address as may have been notified by the other party.

12 DISPUTE RESOLUTION - LAW AND JURISDICTION

12.1 This Agreement shall be construed in accordance with the laws in Dubai, UAE and the courts of Dubai, UAE (excluding DIFC) shall have exclusive jurisdiction in respect of any dispute or other matter arising hereunder.

13 INTERPRETATION

- 13.1 The construction of this Agreement is not to be affected by any headings.
- 13.2 References in this Agreement to the Parties shall include their respective successors and permitted assigns save where such succession or assignment is expressly prohibited by the terms of this Agreement.
- 13.3 This Agreement forms the entire agreement between the Parties and unless specifically agreed in writing by the Builder no warranty, condition, description or representation is given or to be implied by anything said or written in the negotiations between the Parties or their representatives prior to this Agreement.
- 13.4 In this Agreement words importing the masculine gender also include the neuter and feminine gender and words importing the singular includes also the plural.



14 VARIATIONS AND ADDITIONS This Agreement is subject to the variations and additions set out below or identified below and attached to this Agreement and initialled and dated by both Parties.	SCHEDULE 1 - SPECIFICATION BOAT The Specification for the Boat is as attached to this Agreement and signed by the Parties.
On behalf of the Builder (Authorized Signatory's name and [position), date, location)	SCHEDULE 2 - SPECIFICATION OPTIONS
	The Specification for the Boat is as attached to this Agreement and signed by the Parties.
	SCHEDULE 3 - STAGE PAYMENTS
on behalf of the Purchaser (Authorized Signatory's name and [position), date, location)	SCHEDULE 4 - DELIVERY
	SCHEDULE 5 - SAILS
In the presence of: [Full name of witness, date, location]	
Address:	
In the presence of: [Full name of witness, date, location] Address:	



SCHEDULE 3 - STAGE PAYMENTS

Total due from the Purchaser: The Contract Price shall be payable by Stage Payments as set out below:			
2)		(30%) — Stage 2 — Upon commencing build of hull/deck/superstructure	
3)		(20%) — Stage 3 — Upon joining of Hull and Deck	
4)		(20%) — Stage 4 — Upon installation of all mechanical equipment	
5)		(20%) — Stage 5 — Priyor to the boat leaving the factory and inspection	
6)		(100%) —Stage 6 — Payment of all extras before handover	
Bank account :			
RAK Bank: IBAN: AE18 0400 0002 9289 4849 001 Account Title: AE0LOS FZE Account Number: 0292894849001 Swift Code: NRAKAEA			
Baı	ık address:		

RAK Bank

RAS AL KHAIMAH United Arab Emirate

NATIONAL BANK OF RAS AL-KHAIMAH, THE NBRAK BUILDING, OMAN STREET, AL-NAKHEEL



SCHEDULE 4 - CERTIFICATE OF DELIVERY & ACCEPTANCE

Place of Acceptance Trial: (TBA)

Date of Acceptance Trial: Delivery date + up to 15 days

Persons present at Acceptance Trial: Hans Genthe or Mike Eaton and The Purchaser or The Purchaser's authorised agent.

I, the undersigned, hereby certify that the construction of the Boat and the Acceptance Trial have been completed to my reasonable satisfaction.

Subject to the terms of the Agreement dated _______ this Certificate of Delivery and Acceptance, will not affect my statutory rights should the Boat or its equipment subsequently proven to be defective.

Signed by:

The Purchaser or his representative

Aeolos FZE

Delivery dates are dependent upon receipt of scheduled stage payments. Delay in delivery date due to delay in receipt of stage payments will be advised in writing by The Builder to The

Purchaser. Estimated production stage completion dates are as follows:



CONTACT

AEOLOS YACHTS

YACHT SALES

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Umm Al Quain, United Arab Emirates

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