



OFFICIAL SALE AND PURCHASE DEED

Between the signers:

Established at VAT n°: Hereafter called "**seller**"

and

Established at VAT n°: Hereafter called "**purchaser**",

Subject of this agreement

The seller sell to the purchaser the inland vessel named

European number : Tonnage certificate : Construction year and location : Dimensions : Tonnage : Head engine : Registration :

Purchase Price

The purchase price amounts to € (Say: euro) exclusive VAT

This agreement is concluded considering the following conditions:

- 1. The vessel will be delivered to purchaser for free from all encumbrances and inscriptions.
- 2. The vessel is sold with everything that belongs to it. Purchaser recognizes that all ship accessories are present, so he has nothing to claim from the seller. Vessel will be delivered with the actual ship's papers currently on board and will be accepted by purchaser in the actual current state with all visible and invisible deficiency's.
- 3. All costs of legal and actual delivery shall be borne by the purchaser.

See reverse side.



- 4. Legal and actual delivery of the vessel will take place after signature of this agreement and payment of the complete purchase price on the escrow account of bailiff office AJO according statement. Bailiff AJO will deliver after receipt of the complete purchase price, a declaration to seller in which will be confirmed complete purchase price including costs are deposited on the escrow account. After receipt of this declaration seller will take place within a delay of 5 working days of delivery if the following documents:
 - Tonnage certificate ;
 - Certificate of non-encumbrance ;
 - If applicable: certificate of deletion in the Belgian Ship registry ;
 - Registered official purchase deed.

After which bailiff AJO will transfer the complete purchase price on the account of seller.

- 5. The day of actual and/or legal delivery the vessel will be under the responsibility of purchaser and under the responsibility of the insurance of purchaser and purchaser should conclude an insurance for the vessel and it's staff.
- 6. This sale is excluded from VAT in accordance with intra-Community delivery, any VAT due will be borne by the purchaser. // This sale is exempt from VAT in accordance with Art. 42 par.
 1.1. of the relevant code, any VAT due is payable by the purchaser.
- 7. The parties mutually relinquish the right to claim dissolution of this agreement on any grounds whatsoever.
- 8. In case there are any other verbal or written agreements between the parties concerning this purchase and sale of the vessel, apart from the conditions included in this purchase and sale deed, these shall remain in full force and effect.
- 9. On this agreement the Belgian legislation is applicable. Only the court in Antwerp will have exclusive authority to take note of any possible disputes between parties.

Sellers

Purchaser