## PURCHASE AGREEMENT PRIVATE PURCHASE/COMMERCIAL PURCHASE

[If the purchaser is a consumer who is acting privately, and the seller is a business operator, then the contract template for consumer purchases must be used. If both the purchaser an seller are private parties, or business operators, then this contract template must be used. When the purchaser is a business operator who is transacting for business purposes and the seller is a business operator, a commercial purchase is then involved. Both types of purchases are regulated for the most part in the Norwegian Sale of Goods Act. The Act can be deviated from, i.e. the parties are to a great extent free to adjust the terms and conditions in the agreement.]

[The present standard agreement builds on the customary terms and conditions for such agreements. Note that Maritimeauction.eco has prepared the agreement template as an offering to our users, and we ourselves are not a part of the Agreement. The parties themselves are responsible for any possible adjustments to the agreement being in accord with the minimum requirements in the Norwegian Consumer Purchases Act.]

## 1. THE PARTIES

#### Seller

Name:	
Address:	
Telephone:	
E-mail:	
Business Registration No.:	

#### Purchaser

Name:	
Address:	
Telephone:	
E-mail:	
Business Registration No.:	

The **Seller** hereby sells **the Item** as described below on the following terms and conditions to the **Purchaser**.

#### 2. THE ITEM

[Please provide a description of the Item. The description need not be detailed, but should clarify any possible uncertainties concerning what the Seller's delivery will comprise.]

The object being purchased is being sold used, in as-is condition.

[The as-is reservation limits the purchaser's rights and the seller's liability. Even if it is checked for something being sold as-is, the seller is liable regardless if they have withheld or provided erroneous information, or if the item is in significantly poorer condition than the purchaser had grounds to presume.]

## 3. PURCHASE SUM AND SETTLEMENT

The Purchase Sum is agreed to be NOK <Purchase Sum>.

## [Purchase Sum = highest bid]

Settlement of the Purchase Sum (with added fee) must occur to the client account of Maritimeauction.eco within 7 days of receiving the invoice.

When the Seller receives confirmation from Maritimeauction.eco that payment has been credited to the client account, the item must be fetched at the Seller's location or delivered by agreement at the latest 14 working days after the payment has been registered (standard delivery procedure).

[All settlements must be made to the client account of Maritimeauction.eco. Nonstandard delivery locations or times may be agreed upon individually. Maritimeauction.eco must be notified if an invoice with payment info and/or a disbursement will be deviating from the general delivery procedure]

#### 6. LIABILITY

The Seller bears the liability for the object of the sale until the agreed delivery as defined in the general user terms and conditions of Maritimeauction.eco.

The risk for the Item will transfer to the Purchaser at the point in time of the agreed handover, even if the handover does not take place, provided the lack of delivery is due to the Purchaser or circumstances on the part of the Purchaser.

The Seller is at the same time obligated to keep the Item insured up to delivery, where insurance is required by law or regulations.

# 7. HANDOVER OF THE OBJECT OF THE PURCHASE

[Indicate how it has been agreed that the Object of the Purchase will be physically handed over from the Seller to the Purchaser.]

# 8. OTHER TERMS AND CONDITIONS

The rules in the Norwegian Sale of Goods Act shall apply in general.

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The purchase contract is filled out in two originals. The parties will each retain one of them.

<Location, date>

Seller

Purchaser