

# Foreign Buyers Guide 2025

You are considering buying a second-hand boat in France using our company's services.

This guide was drawn up for foreign buyers to answer all the questions they might have when purchasing a boat, up to concluding the transaction: about our company, visit of the boats, survey, purchase offer, sales agreement, VAT, customs, paperwork, transportation, delivery, etc.

# Your contacts



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www.antipode-yachts.com



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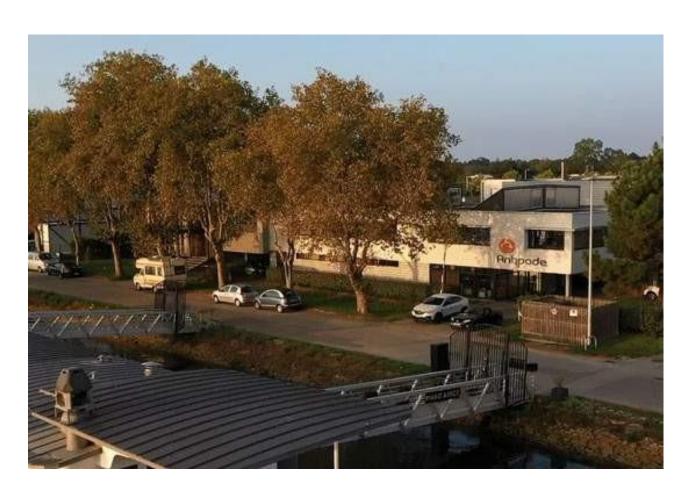
# 1 ANTIPODE, A YACHT BROKERAGE COMPANY SINCE 2007

ANTIPODE is a company specializing in the sale of second-hand boats, created in 2007 by Jérôme LE JOUBIOUX. The head office is in VANNES, in the heart of the Gulf of Morbihan, we also have an office in PORT LA FÔRET, in Finistère.

This favourable geographical location means that we are 2 hours' drive from all the marinas in the Greater West of France.

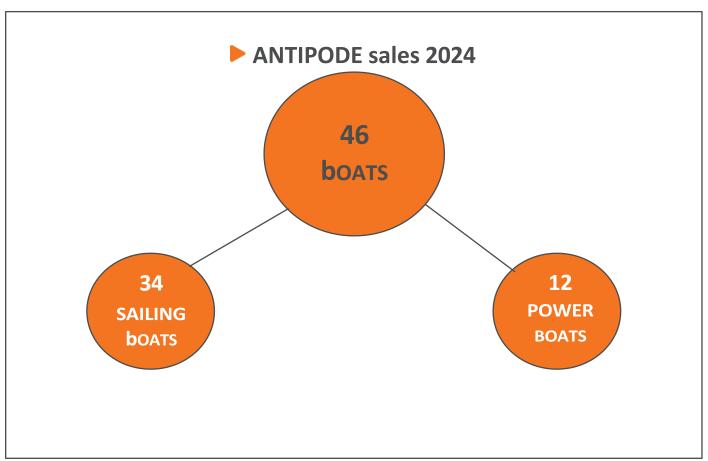
#### 1.1 Information sheet

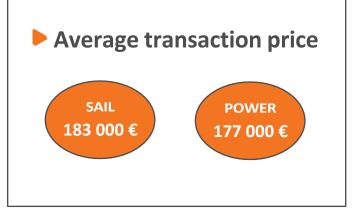
- Date created: 2007
- Workforce : 4 people
- Legal status/Co. Registration: Limited company Co. Reg. No.: 49812613500033
- Capital: 44 000 €
- 2 Partners : Jérôme LE JOUBIOUX, Jean-Baptiste LEMAIRE
- Civil liability insurances: MMA ENTREPRISE, contract n° 141854514
- Navigation insurance : ALLIANZ, contract n°55307895-027
- Transport insurance : AIG, contract n° 510401
- Bank address: CREDIT AGRICOLE du MORBIHAN Vannes
- Member of the French Nautical Industries Federation, member No. 2247
- Member of ORIAS (Unique register of intermediaries in accounting, banking and finance), member n° 17001819



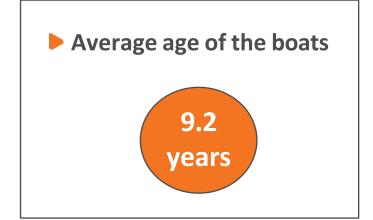


# **1.2** A few figures





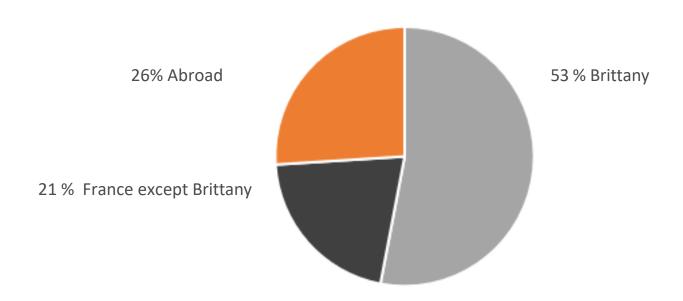




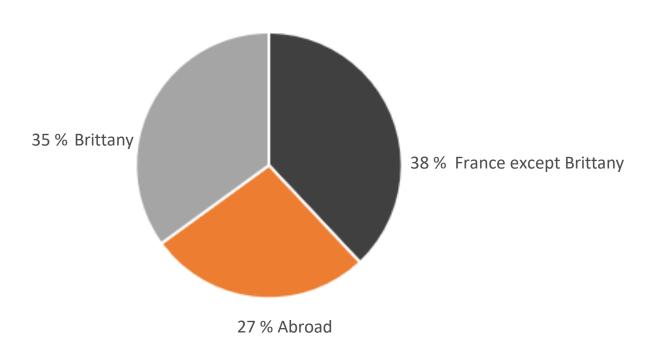




# Home port for the boats sold by ANTIPODE in 2024



# Destination port for the boats sold by ANTIPODE in 2024





#### 1.3 Values

We have values!

Above all we care about doing our work well and quality customer service.

We have a "gentle" sales approach: we negotiate serenely with the buyers and the sellers.

Deals must be carried out in a climate of mutual trust, respecting the buyer's and seller's interests. Take a few minutes to read the testimonials that our customers have sent us and you will have a better understanding of what we are saying.

In short, we want our customers, buyers and sellers, to be able to say that we are efficient, professional, open, available and responsive. In short, we do everything possible to achieve this result.

## 1.4 A team 100% dedicated to selling second-hand boats

ANTIPODE is a team 100% dedicated to selling second-hand boats. We are all boat enthusiasts, cruising or racing, on a regular basis. We have a solid maritime culture and navigation experience



#### Jérôme LE JOUBIOUX - Director - Partner

Jérôme founded Antipode in 2007 after having spent 15 years working for a major French boat builder, having sold and delivered boats all over the world. Like all the employees of Antipode, Jérôme is passionate about the sea, boats and anything that floats ... especially when it goes fast: windsurfing, dinghies, catamarans, offshore ra-

cing, Jérôme loves putting on his wet suit and sailing around his favorite spots: Golfe du Morbihan and the Quiberon Bay. He is an expert on technical points, especially on rigging and sails, and is very proud to say that he always recognizes a boat at the first glance.

« We sell used boats that by definition are not perfect and we need to be irreproachable on the manner in which the transactions are carried out, respecting the interest of the buyer and the seller ».



#### Jean-Baptiste LEMAIRE - Partner

At the age of 4 he was learning to sail on the Seine, at 15 he was doing his first French Micro championship, at 25 he was sailing across the Atlantic on a Wauquiez and at 39 he ran the Mini Transat and finished 7th in the Series category. In 2018, Jean-Baptiste ran the Transquadra double-handed on the A 35 VLI MAGELLIMO and finished on the

podium in 3rd place.

Fifteen years of experience in selling yacht charters have brought him to sail on many seas, from Polynesia to South Brittany, via the Caribbean or the Mediterranean. Cruising or racing, comfort and performance, the extent of Jean-Baptiste's experience enables him to give relevant advice with regards to the client's navigation program. He is as dedicated to selling a boat as he is to preparing his own boat for the Mini Transat: there is no place left for luck. Smiling, relaxed, available and always in a good mood, Jean-Baptiste is your partner to buy your boat: « At Antipode, we are rigorous, precise and available. We have the sense of service and it is not because we have the cheque that the job is done ». Since November 2022, Jean-Baptiste has become partner of Antipode





# François MOUCHEL - Port La Fôret office

At the age of 34, François has already known three professional lives all related to his passion for boats. He worked several years as a carpenter building magnificent small modern wooden boats. After this he work on the preparation offshore racing boats, notably Figaro Bénéteau. With the technical experience gained and animated by his

passion, he then trained at the Institut Nautique de Bretagne when a Bénéteau dealer gave him the responsibility for an agency in Port-la-Fôret. At the same time, he has always been sailing on dinghies, catamarans, Surprise, J 80 and classic sailing yachts such as the Pen Duick. Currently he races with his Gib'Sea 80+ and with other enthusiasts they are trying to revive the series.

This accumulation of experiences is a richness that François shares with Antipode's clients. "When I discover a boat, I have a trained eye to appreciate the complete condition. I can give well informed advice on all the technical parts as well as the navigation program suitable for each boat." François joined the team in 2019. Based in Port-la-Fôret, he is our interlocutor in Finistère. "Since years back Antipode have developed efficient tools to offer a quality service that has made their reputation. I am very happy to have integrated the team and share my passion with our clients. I am not a very ordinary seller, I can only sell boats!"



#### Catherine CATTAERT

Catherine joined Antipode in 2023 after having spent over 30 years in the cosmetic industry. She has boats "in her genes". As a child she helped her father build their own sailing boat, a beautiful catamaran that brought the family to the Antilles. Catherine cruised around the Golfe du Morbihan and its islands on board the successive family boats (First 211, First 260, Dehler 29) and then with her racing partner, even though

she readily admits that she prefers "reading and fishing when it is possible!". From her past in the world of cosmetics, Catherine has kept her scientific rigor, her versatility, her optimism and great curiosity. A precious quality for her as in parallel she practices traditional Chinese medicine.

"I'm delighted to have joined team, very friendly and committed. We create a relation with our clients with rigour and delight!"

#### 2 BUYING A SECOND HAND BOAT WITH ANTIPODE

#### 2.1 Who are the owners of the boats we are offering you?

We are mandated by the owner (or the lease-holder of a Lease Option agreement) to sell the boat: sales advertisements, organize visits, draw up sales documents, and manage paperwork for change of ownership.

Most of the boats that we have up for sale are entrusted to us by private individuals. In certain cases, the owners are members of the trade who call on our services: builders, dealers, leasing companies, financial establishments.

We therefore have a mandate defining the contractual relationship between the authorized agent (ANTIPODE) and the client (owner of the boat or lease-holder through a lease-option agreement).



# 2.2 Identifying boats that meet your criteria

We have a brokerage listing of approximately 150 boats for sale. Most of the boats that we have on sale are on the Channel/Atlantic seafronts. A small selection is on the Mediterranean coast-line and a few boats are travelling or abroad.

When a boat on sale has caught your attention, we will send you an information pack: precise identification of the boat, her history, inventory description, photos and panoramic views.

We draw up an objective technical assessment of the boat that we intend to offer you. We do not "overvalue" the condition of these boats and we try to give you a description matching reality to avoid any deception after visiting. If we find defects or equipment in poor condition, you are informed.

Before putting the boat on sale, we visit it with the owner. At the time of this in-depth visit, together we gather the information we need to build a file on the boat. We also carry out a visual check of the main structural parts of the boat. In short, we try to find out as much as possible to provide potential buyers with clear, precise, objective and trustworthy information.

In certain cases, we are unable to visit the boat before it is put on sale. This is the case for boats that are travelling abroad or too far from our offices. Therefore, the owner description and items of information that he can provide are what enable us to estimate the selling price and build up a sales and technical file on the boat.

#### 2.3 Visiting

We organise visits in such a way that the buyer can take the time he needs to inspect the boat.

We have noticed that buyers prefer to carry out their first visit without the owner's presence on board. It is easier for a buyer to say what he really thinks about the boat to an agent rather than to its owner, and it is also easier to start discussing price or terms of sale.

#### 2.4 Sea trials

- Sea trials before signing the sale agreement:

In certain cases, the buyer can ask to carry out a sea trial before signing a sale agreement. As a general rule, we are in favour of this, but beforehand we ask the buyer to give us a verbal agreement on the selling price and terms. There is no point in carrying out a sea trial if the price offered is not accepted by the seller.

Sea trial during the survey:

The marine surveyor assigned by the buyer can ask to have a sea trial done at the time of the survey, before or after the inspection of the boat out of the water.



Sea trial when delivering the boat:

The delivery of the boat to the new owner takes place in two phases: first a "technical" handover on the pontoon, to learn about the different systems and their operation (batteries, pumps, engines, heating, electronics, etc.) and, if the new owner wishes, a sea trial which enables him to discover all the boat's specific features.

The hand over can be carried out by the previous owner or an ANTIPODE representative.

#### 2.5 Purchase offer

We give the buyer advice to help him offer a realistic price that would be acceptable to the owner and we pursue constructive negotiation in the interests of both the owner and the buyer.

Following the visit of the boat, the buyer can agree to buy the boat on the terms set out in the sale mandate, and in this event, we will immediately sign the sale agreement and ask for a down payment of 10% of the selling price.

If the buyer wishes to offer a price below the asking price, we will ask him to make an offer in writing, which we will submit to the owner. He can then accept or refuse.

When a potential buyer makes an offer below the asking price, the owner can refuse it if he considers that the price offered is not sufficient. It is always difficult for the owner to accept the net offer that he will receive, since most of the time, it is a lot lower than the price he paid: inherent price decrease, seller's commission, costs involved for the repair of certain equipment, etc.

# 2.6 Sale agreement

If the offer made by the buyer is accepted by the owner, we draw up a second-hand boat sale agreement;

In all events, the sale agreement determines:

- Identification of the buyer(s).
- Identification of the seller(s) (or the lease-option lease-holders if the boat belongs to a bank).
- Description of the boat and detailed inventory.
- Agreed selling price.
- Down payment made (10% of the selling price) to ANTIPODE's bank account (specific bank account dedicated to the receipt of customer deposit payments).
- Time-limit for the sale (generally 30 days between the signing of the agreement and the final bill of sale).
- Possible condition precedent (example: financing agreement if the buyer is financed by a bank).
- Condition precedent of the boat survey (see below).
- Possible specific conditions (example: repairs that the owner agrees to undertake before delivery).



# 2.7 Boat survey

This is a very important step in the buying process: in the context of a second-hand boat sale through a broker, there are no guarantees for the buyer. Therefore, it is very important that the buyer should receive information from an independent surveyor about the real condition of the boat he is buying.

The buyer is the one who chooses, assigns and pays the marine surveyor.

If the boat is afloat, the buyer pays the cost of lifting out/in of the water.

We ask the buyer to assign his marine surveyor at the signing of the sale agreement. As a general rule, the surveyor carries out the survey the following week and the final report is sent to the buyer within 10 days of the survey.

Can the sale be invalidated by the survey?

Yes, the deal may only be completed on condition that the vessel survey reveals no flaws or defects that could justify the cancellation of the sale and make the boat unsuitable for sailing, or of the sort that would compromise the use of the boat without it being repaired.

In the event of the boat survey showing defects that might justify the cancellation of the sale:

- The sale agreement is considered null and void and the deposit is refunded in full to the buyer without delay.
- The cost of the boat survey and lifting out /in remain payable by the buyer.

In the event of the survey showing that the boat or some of the equipment delivered with the boat is defective or not in normal working order, the seller and the buyer may request the arbitration of ANTIPODE or the marine surveyor mandated by the buyer.

However, the buyer is informed on signing the sale agreement that the boat that he is buying is a second-hand boat. The possible minor defects inherent to the nature of a second-hand boat that might be revealed by the survey and that does not bring into question the boat's capacity to sail normally or it's safety, cannot be used as justification for the cancellation of the sale or the reduction of the selling price agreed in the sale agreement.

All of our documents (sale agreement, invoices, bill of sale) are written in English and French.



# 2.8 Final delivery, payment, mortgage, possible provisions:

The final sale can take place as soon as the precedent conditions have been fulfilled: survey report not showing any defects justifying the cancellation of the sale and financing agreement if the sale agreement takes this condition into account.

ANTIPODE guarantees a secure transaction to the seller and the buyer. The effective delivery of the boat and the handing over of the keys can take place as soon as the total amount due to the seller is paid to the company Antipode's bank account by bank transfer.

On a practical level, the buyer must plan to initiate the transfer of the balance to the company Antipode's bank account a few days before the actual delivery of the boat in order for the company Antipode to pay the seller on the day of the sale.

We also check that the boat is not listed on the Marine mortgage registry: if the seller took out a loan at the time of the purchase of the boat and this loan is still in progress, it is possible that the bank took out a guarantee on the boat and that it is mortgaged. In practical terms, this means that the change of ownership cannot be made until the bank has cancelled the mortgage.

In this case we secure transaction in the following way:

- The buyer pays ANTIPODE the full selling price.
- ANTIPODE pays the sum of the debt to the bank holding the mortgage.
- ANTIPODE pays the difference between the selling price and the sum paid to the bank to the seller.

We are strict and take extreme care with payments: The price of the boat must be be paid in full when the boat is delivered. For example, we do not accept payment by bank cheques if the buyer is a foreigner and nor do we accept copies of the transfer order as proof of payment.

## **Possible provisions:**

In certain cases, in agreement with the seller and the buyer, we may keep a "provision" (as a general rule, between 5% to 10 % of the selling price) which will be given to the seller at a date subsequent to the delivery:

- If the boat is out of the water in a boat yard during the winter, when it is sold and delivered, and it is planned to relaunch the boat several weeks after the completion of the sale and final payment. In this case, it is not possible for the buyer to check that all equipment are in working order at the time of the completion of the sale. When the boat is back in the water, if all equipment are in normal working order, the provision that was kept on the ANTIPODE account is paid to the seller.
- If some equipment that is part of the inventory is not in working order when the boat is relaunched, ANTIPODE will use the provision to pay the repair or the replacement of this equipement.

# 2.9 Paperwork / Cancellation of the flag and deletion from the French boat register

If the buyer does not have French nationality, we proceed with all the necessary formalities to deregister boat from the French boat register. We carry out all the necessary formalities on behalf of the buyer.



The average time to receive the certificate of deregistration is approximately 10 days, from the date of the final sale and payment of the balance of the price. In some cases, and depending on the time of year, this period can be extended up to 1 month.

We provide the following documents to the buyer:

- Signed bill of sale
- Copy of the previous certificate of registration of the boat
- Certificate of deregistration
- Mortgage statement
- CE conformity certificate (for boats built after 1998).

# 2.10 A complete range of services

From the first visit to the handover of your boat, and sometimes well afterwards, we are able to offer you all the services connected with buying your boat:

- Mooring: yes, there are marina berths available, in Brittany and elsewhere, for clients who wish to buy a boat. We can offer you long-term solutions and we can undertake by agreement to provide you with mooring solutions while waiting to obtain your own mooring through your own channels.
- Transport: we can organize or advice you on the transport of the boat to your place of navigation, anywhere in the world: delivery by sea with a skipper, by road, by cargo... We can provide the entire service: lifting out of the water, dismasting, preparation for the transport, exceptional convoy transport, relaunching, masting, mast adjustment, cleaning of the boat.
- Training and technical handover: if you feel you need technical or seagoing training in relation to specific features of your new boat (manoeuvres, electricity, mechanics, maintenance, etc), we will provide you with assistance for a few days to complete your training (price in general: 280 € per day).
- Other technical services: mechanics, electricity, plumbing, general maintenance, sailmaking, rigging, GRP, cleaning, electronics, storage ashore, cabinet work, etc. We have been working with the best companies for many years.

## 3 THE SECOND-HAND BOAT MARKET IN 2025

After 3 years totally out of the ordinary (2020, 2021 and 2022) for the yacht industry, and particularly for the used boat market, followed by 2 years of "normalization" (2023 and 2024), what will market conditions be like in 2025?

In the absence of registration statistics, which are no longer provided by the French administration, we have to content ourselves with counting our own sales and canvassing our colleagues to get a general idea of the market.



To sum up: the market is much lower than in 2021 and 2022 in terms of the number of sales... but much higher than in the 2015 / 2020 period.

However, the following trends can be identified for 2025:

- The market for used sailboats is stable
- The market for used motorboats is declining
- The price segment above € 300,000 for sailboats is very active.
- Price segment € 50,000 to € 100,000 is declining

The average selling time for boats sold by ANTIPODE (number of months between listing and closing date) is slightly up (5.2 months).

The market for "middle market" yachts (generalist brands Beneteau, Jeanneau, Dufour, Hanse...) from 10 to 15 m, less than 15 years old, remained very active, with fast sales but with sales prices negotiated downwards.

Well-maintained boats (up-to-date engine maintenance, recent sails, significant upgrades, etc.) continue to benefit from a sales "premium": boats sold faster and for higher prices. Buyers are willing to pay more for boats that are well maintained and well looked after.

For ANTIPODE, export sales are down slightly (27%), driven by sales of multihulls and very recent yachts. We have delivered boats to the United States, Hong Kong, Canada and the whole of Northern Europe.

In 2025, buying a used boat will remain a "reason to buy" purchase: a much lower price than new, immediate delivery and a carbon impact close to 0... who can beat that?



# **4 APPENDICES / PROFESSIONAL INSURANCE**



## ATTESTATION D'ASSURANCE RESPONSABILITE CIVILE

Par la présente, MMA IARD Assurances Mutuelles Société d'assurance mutuelle à cotisations fixes - RCS Le Mans 775 652 126 - MMA IARD Société anonyme au capital de 537 052 368 euros entièrement versé RCS Le Mans 440 048 882 Sièges sociaux : 160 rue Henri Champion - 72030 Le Mans Cedex 9 Entreprises régies par le Code des Assurances - IDU REP Eco circulaire FR231780\_03XLOT

Certifient assurer par l'intermédiaire de WTW Yachting, dont le siège social est situé Port de Plaisance, 44380, Pornichet, la société ci-après :

# ANTIPODE 14 BIS ALLEE LOIC CARADEC 56000 VANNES

Au titre d'un contrat d'assurance n°141854514,

Agissant tant pour son compte que pour celui de qui il appartiendra, garantissant les conséquences pécuniaires de la Responsabilité Civile, pouvant lui incomber au titre des dommages causés aux tiers et du fait de ses activités telles que décrites dans le présent contrat, sous réserve des exclusions prévues au contrat et à hauteur de :



- Dommages résultant d'une atteinte accidentelle à l'environnement (uniquement pour les sites non classés ou soumis à déclaration ou à enregistrement exploités par l'assuré):	500 000 € par an	5 000 €
- Pénalités contractuelles	100 000 € par an	10 % mini 500 € maxi 5 000 €
RESPONSABILITE CIVILE APRES LIVRAISON / TRAVAUX / PRESTATIONS		
Tous dommages corporels, matériels et immatériels confondus,	3 000 000 € par an	10 % mini 500 € maxi 5 000 € (sauf corporel : néant)
Dont: - Dommages immatériels non consécutifs (y	150 000 €	5,000,0
compris les frais de retrait et les frais de dépose-repose engagés par les tiers) :	par an	5 000 €
FRAIS DE DEPOSE-REPOSE ENGAGES PAR LESASSURES	150 000 € par an	10 % mini 500 € maxi 5 000 €
FRAIS DE RETRAIT ENGAGES PAR LES ASSURES	150 000 € par an	10 % mini 500 € maxi 5 000 euros
RESPONSABILITE CIVILE PROFESSIONNELLE		
Tous dommages corporels, matériels et immatériels confondus,	150 000 €	5 000 € (Sauf corporel néant)
EVENEMENTS ET GARANTIES	MONTANT DE GARANTIE	
RECOURS / DEFENSE PENALE	75 000 €	

La présente attestation est valable pour la période du 01/01/2025 au 31/12/2025. Elle est délivrée pour valoir ce que de droit et n'implique qu'une présomption de garantie à la charge de l'Assureur.

Elle ne peut engager l'Assureur en dehors des clauses et conditions du contrat auquel elle se **fle**et dont l'assuré a pris connaissance.

Elle est valable sous réserve de toute modification, suspension, annulation ou fin d'effet du contrat qui interviendrait postérieurement à sa date d'établissement et du règlement de la cotisation émise ou à émettre.

Fait à Pornichet, le 08/01/2025

Pour l'Assureur, par délégationN° ORIAS 07 001 707



Port do Plaisance BP 66 44380 PORNICHET Tél 02 28 55 01 01 - Pax 02 28 55 11 09 SAS au capital de 1 432 600€ SIREN 311 248 €37





Le nouveau nom de Gras Savoye Yachting

ANTIPODE Société
14 BIS ALLEE LOIC CARADEC

56000 VANNES France

#### ATTESTATION NAVIGATION DE PLAISANCE

COMPAGNIE : ALLIANZ OPERATIONS ENTREPRISES PARIS

Nº DE POLICE: 55307895-027

VALIDITE : DU 01/01/2025 AU 31/12/2025

Nous, WTW Yachting Courtier en Assurances PORT DE PLAISANCE – BP 66 44380 PORNICHET

AGISSANT DANS LE CADRE DE NOS POUVOIRS, CERTIFIONS QUE NOTRE ASSURE

A SOUSCRIT PAR NOTRE INTERMEDIAIRE LE CONTRAT CITE CI-DESSUS, PRES DE LA COMPAGNIE EN REFERENCE.

CE CONTRAT ASSURE NOTAMENT LA RESPONSABILITE CIVILE NAVIGATION ET LES DOMMAGES ET PERTES SUBIS PAR LES BATEAUX APPARTENANT AU SOUSCRIPTEUR (Conformément aux Dispositions Générales et Particulières) et ce, sous réserve du paiement de la cotisation.

FAIT POUR VALOIR ET FAIRE CE QUE DE DROIT, à Pornichet le 08/01/2025.

WTW Yachting





# ATTESTATION D'ASSURANCE TRANSPORT

Nous, soussignés AIG EUROPE SA, succursale pour la France, Tour CBX 1 Passerelle des Reflets, 92400 Courbevoie, attestons par la présente que la Société :

# ANTIPODE 14 BIS ALLEE LOIC CARADEC 56000 VANNES

est assurée au titre d'un contrat d'assurance Marchandises Transportées n° 510.401 couvrant les biens et marchandises du commerce de l'Assuré contre tout dommage ou perte résultant de tous transports ou l'assuré a un intérêt assurable.

Les marchandises sont garanties contre les risques de transport par voie terrestre de tout point de France à tout point de France.

#### CAPITAUX ASSURES (par sinistre et/ou événement)

#### voir le tableau des garanties de la police

EUR 600.000 au maximum par expédition effectué par voie terrestre, sous limité à maximum EUR 20.000 pour la garantie vol des objets à l'intérieur des bateaux;

EUR 600.000 au maximum par expédition effectuée pour son propre compte dans les véhicules appartenant à la société ou à son personnel, ou loués avec ou sans chauffeur.

ou équivalent en devises étrangères.

La présente attestation est délivrée pour servir et valoir ce que de droit pour la période du 01/01/2025 au 01/01/2026 à zéro heure étant précisé qu'elle ne peut engager l'Assureur au-delà des limites du contrat auquel elle se réfère.

L'Assureur - Paris, le 09/01/2025

