

1. **Risk and Retention of Title**

1.1 Risk of damage

1.1.1 in the case of Goods delivered at the Supplier's premises, the time when the Goods are available for collection;

1.1.2 in the case of Goods delivered otherwise than at the Supplier's premises, the time of delivery or, if the Buyer collects the Goods, the time when the Goods are made available to the Buyer;

1.1.3 in the case of Goods to be installed by the Supplier, the time when the installation is complete.

1.2 Notwithstanding any other provision to the contrary, the Supplier shall retain legal and beneficial title of the Goods until the Supplier has received in full the price of the Goods.

1.3 Until payment has been made in full by the Buyer in accordance with these Conditions and the Supplier has received in full the price of the Goods, the Buyer shall be in possession of the Goods as bailee for the Supplier and the Buyer shall store the Goods in a secure and appropriate environment, shall insure the Goods against all reasonable risks and shall indemnify the Supplier against all reasonable risks.

1.4 The Buyer shall provide security for the Goods in the form of a lien or in any way charge by way of security the goods which remain the property of the Supplier. If the Buyer does so all money owing by the Buyer to the Supplier shall be paid in full to the Supplier without prejudice to any other right or remedy of the Supplier.

1.5 The Supplier reserves the right to inspect any Goods in which the Supplier retains title and to require the Buyer to ensure compliance with the requirements of sub-clause << x.4 >>.

1.6 The Buyer's right to return the Goods in which the Supplier retains title shall terminate if;

1.6.1 The Buyer commits any material breach of his obligations under these Conditions;

1.6.2 The Buyer enters into any arrangement under Part 1 of the Insolvency Act 1986 or any other scheme or arrangement for the reconstruction or reorganisation of the Buyer;

1.6.3 The Buyer is made the subject of a bankruptcy order or any other insolvency proceedings or a statutory provision for the relief of insolvent debtors;

1.6.4 The Buyer enters into an arrangement with its creditors, enters into liquidation, has a receiver, manager, administrator or liquidator appointed in respect of all or part thereof, any documents

are filed
in respect
administration
a qualified
of Schedule
passed by
the Buyer
respect
relating to

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appointment of an administrator
of intention to appoint an
or any of its directors or by
er (as defined in paragraph 14
cy Act 1986), a resolution is
any court for the winding up of
of an administration order in
proceedings are commenced
ible insolvency of the Buyer.