

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 is responsible for the Goods, the time when the Goods are received by the Buyer; or

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

1.2 Notwithstanding any other provision to the contrary, the legal and beneficial title of the Goods shall not pass to the Buyer until the Supplier has received in full the price of the Goods.

1.3 Sub-clause << 1.2 >> shall not apply to Goods which the Supplier has received in full the price of the Goods and the Buyer has repaid all moneys owed to the Supplier in respect of how such indebtedness arose.

1.4 Until payment has been made in full by the Buyer in accordance with these Conditions and the Goods have been passed to the Buyer, the Buyer shall be in possession of the Goods as a bailee for the Supplier and the Buyer shall store the Goods in a safe and appropriate environment, shall insure the Goods and shall be responsible for the Goods against all reasonable risks.

1.5 The Buyer shall provide such security for the Goods as the Supplier may require and the Buyer shall be responsible for the Goods which remain the property of the Supplier until the Buyer to the Supplier the full price of the Goods and the remedy of the Supplier.

1.6 The Supplier reserves the right to inspect any Goods in which the Supplier retains title and the Buyer irrevocably authorises the Supplier to inspect the Goods during normal business hours for the purpose of ensuring compliance with the Supplier's requirements and to ensure compliance with the requirements of sub-clause << 1.4 >>.

1.7 The Buyer's right to return the Goods in which the Supplier maintains legal title shall be terminated if;

1.7.1 The Buyer commits any material breach of his obligations;

1.7.2 The Buyer is involved in any arrangement under Part 1 of the Insolvency Act 1986 or any other scheme or arrangement.

shall pass to the Buyer at:

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

delivered otherwise than at the Supplier's premises, the time of delivery or, if the Buyer is responsible for the Goods, the time when the Goods are received by the Buyer; or

installed by the Supplier, the time when the installation is complete.

Notwithstanding any other provision to the contrary, the legal and beneficial title of the Goods shall not pass to the Buyer until the Supplier has received in full the price of the Goods.

Sub-clause << 1.2 >> shall not apply to Goods which the Supplier has received in full the price of the Goods and the Buyer has repaid all moneys owed to the Supplier in respect of how such indebtedness arose.

Until payment has been made in full by the Buyer in accordance with these Conditions and the Goods have been passed to the Buyer, the Buyer shall be in possession of the Goods as a bailee for the Supplier and the Buyer shall store the Goods in a safe and appropriate environment, shall insure the Goods and shall be responsible for the Goods against all reasonable risks.

The Buyer shall provide such security for the Goods as the Supplier may require and the Buyer shall be responsible for the Goods which remain the property of the Supplier until the Buyer to the Supplier the full price of the Goods and the remedy of the Supplier.

The Supplier reserves the right to inspect any Goods in which the Supplier retains title and the Buyer irrevocably authorises the Supplier to inspect the Goods during normal business hours for the purpose of ensuring compliance with the Supplier's requirements and to ensure compliance with the requirements of sub-clause << 1.4 >>.

The Buyer's right to return the Goods in which the Supplier maintains legal title shall be terminated if;

The Buyer commits any material breach of his obligations;

The Buyer is involved in any arrangement under Part 1 of the Insolvency Act 1986 or any other scheme or arrangement.

1.7.3 The Buyer takes action in respect of its insolvency

1.7.4 The Buyer voluntarily enters into liquidation, has a receiver appointed in respect of its assets, or any part thereof, any documents are filed in respect of the appointment of an administrator or any of its directors or by a qualified person (as defined in paragraph 14 of Schedule 1 of the Insolvency Act 1986), a resolution is passed or any court for the winding up of the Buyer or an administration order in respect of the Buyer is made or proceedings are commenced relating to the insolvency of the Buyer.

S

A

M

P

L

E