

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 delivery;

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 not in possession of the Goods, the time when the Goods are made available to 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 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 bailee for the Supplier and the Buyer shall store the Goods in a safe and appropriate environment, shall insure the Goods against all reasonable risks, and shall identify the Goods as being supplied by the Supplier.

1.4 In the event that the Buyer transfers the Goods to a third party before legal title has been passed to him under these Conditions, the Buyer shall ensure that such moneys are held separately from any other moneys or funds, and shall ensure that such moneys are identified as such.

1.5 [The Supplier shall not be bound by the provisions of the Companies Act 1985 in relation to the charge created by these Conditions.]

1.6 The Buyer shall not create or in any way charge by way of security for a debt or other liability any of the goods which remain the property of the Supplier or 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.

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

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

1.8.1 The Buyer commits any material breach of his obligations;

shall pass to the Buyer at:

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

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 not in possession of the Goods, the time when the Goods are made available to 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 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 bailee for the Supplier and the Buyer shall store the Goods in a safe and appropriate environment, shall insure the Goods against all reasonable risks, and shall identify the Goods as being supplied by the Supplier.

1.4 In the event that the Buyer transfers the Goods to a third party before legal title has been passed to him under these Conditions, the Buyer shall ensure that such moneys are held separately from any other moneys or funds, and shall ensure that such moneys are identified as such.

1.5 [The Supplier shall not be bound by the provisions of the Companies Act 1985 in relation to the charge created by these Conditions.]

1.6 The Buyer shall not create or in any way charge by way of security for a debt or other liability any of the goods which remain the property of the Supplier or 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.

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

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

1.8.1 The Buyer commits any material breach of his obligations;

- 1.8.2 The Buyer enters into a scheme of arrangement under Part 1 of the Insolvency Act 1986 or any other scheme or arrangement is made.
- 1.8.3 The Buyer is the subject of a bankruptcy order or takes advantage of any statutory provision for the relief of insolvent debtors.
- 1.8.4 The Buyer, having notice of its creditors, enters into a voluntary arrangement, or has a receiver, manager, administrator or receiver appointed in respect of all or any part thereof, any documents are filed in connection with the appointment of an administrator or the making of an order of intention to appoint an administrator or any of its directors or by the Buyer (as defined in paragraph 14 of Schedule 1 to 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 or proceedings are commenced relating to the insolvent or possible insolvency of the Buyer.

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