

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, 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 received by the Supplier 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 and beneficial title has 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 If the Goods are used in the process of manufacturing or other form or are used in the process of manufacturing or other form, the Supplier shall acquire legal and beneficial title to the resulting goods by the Goods.

1.6 [The Supplier shall be deemed to be acting in accordance with the provisions of the Companies Act 1985 in relation to the charge created by these Conditions.]

1.7 The Buyer shall provide security for 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 due and payable.

1.8 The Supplier retains title and the right to ensure compliance with the provisions of sub-clause << x.4 >>.

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 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.

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1.8 The Supplier retains title and the right to ensure compliance with the provisions of sub-clause << x.4 >>.

- 1.9 The Buyer's right to terminate the contract shall be limited to Goods in which the Supplier maintains legal title. The Buyer shall not be entitled to terminate if;
- 1.9.1 The Buyer has not committed any material breach of his obligations;
- 1.9.2 The Buyer is not a party to any arrangement under Part 1 of the Insolvency Act 1986 or any other scheme or arrangement;
- 1.9.3 The Buyer is not the subject of a bankruptcy order or any other statutory provision for the relief of insolvent individuals;
- 1.9.4 The Buyer has not, in the winding up of its creditors, entered into a composition, has a receiver, manager, administrator or receiver appointed in respect of all or any part thereof, any documents relating to the appointment of an administrator or the intention to appoint an administrator or any of its directors or by the court (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed by any court for the winding up of the Buyer or an administration order in respect of the Buyer or proceedings are commenced in respect of the probable insolvency of the Buyer.