



Terms & Conditions

RISK/TITLE

The Goods are at the risk of the Customer from the time of delivery.

Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

property;

1.2.1 the Goods: and

1.2.2 all other sums which are or which become due to the Company from the Customer on any account.

1.3

Until ownership of the Goods has passed to the Customer, the Customer shall:

1.3.1 hold the Goods on a fiduciary basis as the Company's bailee;

1.3.2 store the Goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable

as the

Company's

1.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

1.3.4 maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company.

1.4 The Customer may resell the Goods before ownership has passed to it solely on the following conditions:

1.4.1 any sale shall be effected in the ordinary course of the Customer's business at full market value; and

1.4.2 any such sale shall be a sale of the Company's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.

1.5 The Customer's right to possession of the Goods shall terminate immediately if:

1.5.11 the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal).or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation,or has a receiver and/or manager administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the insolvency Act 1986) or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer,or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

1.5.2 the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or

1.5.3 the Customer encumbers or in any way charges any of the Goods.

1.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

1.7 The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

1.8 Where the Company is unable to determine whether any Goods are the goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold by the Company to the Customer in the order in which they were invoiced to the Customer.

On termination of the Contract, howsoever caused the Company's (but not the Customer's) rights contained in this condition shall remain in effect.