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1. Risk and Retention of

1.1 Risk of damage

1.1.1 in the case of damage to the Goods while they are available at the Supplier's premises, the time when the Goods are available at the Supplier's premises shall be the time when the Goods are available at the Supplier's premises;

1.1.2 in the case of damage to the Goods delivered otherwise than at the Supplier's premises, the time when the Goods are delivered shall be the time when the Goods are delivered; or, if the Buyer is responsible for the damage to the Goods, the time when the Goods are delivered to the Buyer;

1.1.3 in the case of damage to the Goods caused by the Buyer or the Buyer's agents, the time when the Goods are delivered to the Buyer shall be 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 Sub-clause 1.2 shall not apply to any Goods which are sold on credit. 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 and any other goods or services which the Buyer owes to the Supplier 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 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 secure environment, shall insure the Goods and shall be liable for the Goods against all reasonable risks.

1.5 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 be held by the Buyer on behalf of the Supplier to ensure that such moneys are held separately from any other moneys or funds, and shall be identified as such.

1.6 If the Goods are used in any other form or are used in the process of manufacturing, the Supplier shall acquire legal title to the Goods, or a proportion of the title to the resulting goods by the Goods.

1.7 [The Supplier shall be bound by the provisions of the Companies Act 2006 in relation to the charge created by these Conditions.]

1.8 The Buyer shall provide a first charge or in any way charge by way of 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 in full to the Supplier in full and in priority to any other right or claim of the Supplier.

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