

## 7. Risk and Property

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer on Delivery of the Goods;

7.2 Notwithstanding Delivery and the passing of risk in the Goods or any other provision of these Conditions the property in the Goods shall remain with the Seller until the Seller has received in cash or cleared funds payment in full of the Price and any other monies due to the Seller in respect of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due under the Contract or any other contract between the Seller and the Buyer (including without limitation costs of Delivery).

7.3 Until such time as the property in the Goods passes to the Buyer the Buyer shall hold the goods as the Seller's fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer and third parties and properly stored protected and insured and identified as the Seller's property.

7.4 Until such time as the property in the Goods passes to the Buyer the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business but shall account to the Seller for the proceeds of sale or otherwise of the Goods whether tangible or intangible including insurance proceeds and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and in the case of tangible proceeds properly stored protected and insured.

7.5 If the Goods are prior to sale by the Buyer made up or incorporated in or mixed with other goods, then if they remain separately identifiable the Seller shall retain property and title thereof and if they do not remain separately identifiable the Seller shall become a joint owner of the goods in or which the Goods are incorporated or mixed in such proportion as the value of the Goods bears to the value of the Goods in which the Goods are so incorporated or mixed.

7.6 If the Buyer sells the Goods or the goods in which the Goods have been incorporated or mixed the sale shall be on behalf of the Seller as the joint owner thereof as the case may be and the proceeds of any such sale for the Seller's share thereof if the sale is of jointly owned property shall be held on trust for the Seller and in a separate identified account.

7.7 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) the Seller shall be entitled at

any time to require the Buyer to deliver up the Goods to the Seller and if the Buyer fails to do so forthwith to enter the premises of the Buyer or any third party where the Goods are stored and take possession of any Goods in which property remains in the Seller and remove and dispose of them as the Seller thinks fit. The Seller shall apply the proceeds of disposal (after deduction of all expenses) in discharge of the amount unpaid by the Buyer.

7.8 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller without the Seller's consent but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

## 8. Confidentiality and IPR

8.1 The Buyer agrees and undertakes that it will keep confidential and will not disclose or use for any purpose (other than to perform its obligations under the Contract) any Information. Any Information supplied to the Buyer by the Seller shall at all times remain the property of the Seller. The Buyer shall not acquire any rights in the Information, which shall be returned to the Seller immediately upon request.

8.2 Unless otherwise agreed in writing all IPR in relation to the Goods including without limitation their method of manufacture shall vest in the Seller and remain the property of the Seller notwithstanding the purchase of the Goods by the Buyer and the Buyer undertakes to do all acts and/or enter into such agreements or deeds as the Seller shall require to vest any such IPR in the Seller.

8.3 Unless otherwise agreed in writing and notwithstanding that the Buyer may have contributed towards the costs of such items all tooling (and all IPR in relation to such tooling) produced or acquired by the Seller in relation to the manufacture of the Goods shall be and remain the property of the Seller.

## 9. Lien

9.1 In addition to any other right or lien to which the Seller may by law or pursuant to these Conditions be entitled, the Seller shall be entitled to a general lien on all the goods and the property of the Buyer in the Seller's possession and a right of sale of such goods and property at the Seller's sole discretion for any unpaid money due under the terms of the same or any other Contract between the Seller and the Buyer.

9.2 In addition and without prejudice to its other rights, the Seller shall have the right on fourteen days notice to the Buyer to put any goods or property over which it has a lien into a saleable state by any means whatsoever and (without prior notice to the Buyer) to sell such goods and shall be deemed the Buyer's agent for the purposes of effecting such sale. Out of the proceeds of the sale the Seller shall be entitled to retain a sum equivalent to all unpaid monies due to it from the Buyer as aforesaid together with the cost of putting the goods into a saleable state and the expenses of sale without prejudice to the Seller's right to recover the balance thereof from the Buyer.

## 10. Warranties and Liability

10.1 The Seller warrants that at Delivery the Goods will be free from defect in materials, workmanship and design (where designed by the Seller) provided that subject as aforesaid and expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties conditions or other terms implied by statute and/or common law are excluded to the fullest extent permitted by law.

10.2 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Conditions.

10.3 Any specification supplied by the Seller in any estimate or quotation shall be approximate only and for information and guidance only and shall not form part of the Contract.

10.4 Any claim based upon the quality or condition of the Goods or any failure of the Goods to meet the Specification ("Claim") by the Buyer shall (whether or not delivery is refused by the Buyer) be notified to the Seller in writing within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within one month after discovery of the defect or failure. If delivery is not refused and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability in respect of such a Claim and the Buyer shall be bound to pay the Price as if the Goods had been delivered in accordance with the Contract. The Buyer shall not be entitled to make any Claim after the expiration of six months from the date of Delivery of the Goods.