

# RETENTION OF TITLE CONDITIONS

The risk in the Goods will pass to you on delivery.

Title to the Goods will not pass to you until we have received payment in full (in cash or cleared funds) for the Goods or any goods or services that we have supplied to you for which payment is outstanding.

Until title to the Goods has passed to you, you will:

- a. *hold the Goods on a fiduciary basis for us as our bailee;*
- b. *store the Goods separately from all other goods held by you so that they remain readily identifiable as our property;*
- c. *not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;*
- d. *maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;*
- e. *notify us immediately you become insolvent;*
- f. *and give us such information relating to the Goods as we may require from time to time, but you may resell or use the Goods in the ordinary course of its business.*

If before title to the Goods passes to you, you become insolvent, or we believe that you are about to become insolvent, then, provided that the Goods have not been resold, or incorporated into another product, and without limiting any other right or remedy we may have, we may at any time require you to deliver up the Goods and, if you fails to do so promptly, enter any of your premises or the premises of any third party where the Goods are stored in order to recover them.