6. DELIVERY

6.4. If you fail to take delivery of the Goods or fail to give adequate delivery instructions at the time stated for delivery, you will still be responsible for payment of the full price of the Goods. If the Goods are ready for delivery and you have failed to give adequate delivery instructions or take delivery of the Goods, then we may store the Goods at your expense and risk and after 7 days we may resell the Goods.

7. RISK ANDRETENTION OF TITLE

7.1. Risk in the Goods will pass to you when you take delivery of the Goods, unless defective goods are returned as per the return policies outlined in the Returns Information section.

7.2. Subject to delivery and the payment of the risk in the Goods, to the title to the Goods will not pass until we receive in clear or cashed funds payment in full of the price of all the Goods and payment of all other monies owing by you to us for all other goods agreed to be sold to you for which payment is due.

7.3. Until the title in the Goods passes to you in accordance with clause 7.2, you will hold the Goods as our fiduciary agent and bailee, and must store the Goods, keep them insured under your own policy, and keep full accounts of the Goods in safe custody, and in good repair and condition, and in the same manner and place as your own goods until they are received by us and we have obtained payment in full of the price of the Goods.

7.4. If you fail to deliver the Goods to us as per the quoted delivery date, you will still be responsible for the price of the Goods.

7.5. If after delivery of the Goods we are aware of any defect or fault in the Goods which was not notified to you at the time of delivery, you must notify us within 7 working days of becoming aware of the defect or fault, and if so notified the Goods will be repaired or replaced free of charge.

7.6. Title to the Goods will pass to you in accordance with clause 7.2. We will ensure that delivery is made within the quoted delivery date upon giving you reasonable notice.

8. TERMS OF PAYMENT

8.1. Subject to the conditions set out below, we warrant that the Goods will correspond with their specification at the time of delivery.

8.2. If you make any voluntary arrangement with your creditors or become subject to any external administration or (being an individual or firm) become bankrupt or (being a company) go into liquidation or provisional liquidation; you agree that we are irrevocably licensed to enter your premises or those of your suppliers, customers or any other third party with whom you do business, and to take possession of the Goods and any other goods we have delivered to you.

8.3. Your obligations under these Conditions are not suspended or modified in whole or in part by any voluntary arrangement with your creditors or by any act, neglect or default by us or by any other person.

9. CANCELLATION

9.1. We may cancel the Contract or suspend any further deliveries under the Contract without any liability, and if the Goods have been delivered but not paid for the price for the Goods will become immediately due and payable regardless of any previous agreement or arrangement to the contrary; if:

(c) you commit any act of bankruptcy or other act or default which is analogous to or would entail, in any country, the legal result of, bankruptcy.

9.2. If you cease or threaten to cease, to carry on business; or

10. PERSONAL PROPERTY SECURITIES ACT

10.1. Unless the context otherwise requires, any term or expression defined in or given a particular meaning by the provisions of Incoterms has the same meaning in these Conditions. If there is any conflict between the provisions of these Conditions and those Conditions, the provisions of these Conditions shall prevail.

10.2. If any Goods are supplied for export from any country, you are responsible for complying with any legislation or regulations in relation to the Goods, if the delay or failure was due to any cause beyond our reasonable control.

11. INTELLECTUAL PROPERTY

11.1. We may cancel the Contract or suspend any further deliveries under the Contract without any liability, and if the Goods have been delivered but not paid for the price for the Goods will become immediately due and payable regardless of any previous agreement or arrangement to the contrary; if:

(a) you make any voluntary arrangement with your creditors or become subject to any external administration or (being an individual or firm) become bankrupt or (being a company) go into liquidation or provisional liquidation;

(b) you commit any act of bankruptcy or other act or default which is analogous to or would entail, in any country, the legal result of, bankruptcy.

12. PERSONAL PROPERTY SECURITIES ACT

12.1. We reserve the right to suspend or cease delivery of the Goods if you (whether or not individually at your own risk) breach or threaten to breach any of your obligations under these Conditions.

12.2. We reserve the right to suspend or cease delivery of the Goods if you (whether or not individually at your own risk) breach or threaten to breach any of your obligations under these Conditions.

12.3. You must pay all monies owing by you to us. If you fail to do so, we reserve the right to suspend or cease delivery of the Goods.

12.4. You agree that we are irrevocably licensed to enter your premises or those of your suppliers, customers or any other third party with whom you do business, and to take possession of the Goods and any other goods we have delivered to you. You must indemnify us against any claims made by the third party arising from the seizure of the Goods or the removal of the third party's premises.

13. NOTICE

13.1. You agree to maintain, or to cause to be maintained, with your accountants, solicitors or other professional advisors, at your cost, proper records of the value and whereabouts of all Goods in respect of which we have a security interest and the proceeds of such Goods.

13.2. Subject to the conditions set out below, we warrant that the Goods will correspond with their specification at the time of delivery.

13.3. You must pay all monies owing by you to us. If you fail to do so, we reserve the right to suspend or cease delivery of the Goods.

13.4. You agree that we are irrevocably licensed to enter your premises or those of your suppliers, customers or any other third party with whom you do business, and to take possession of the Goods and any other goods we have delivered to you. You must indemnify us against any claims made by the third party arising from the seizure of the Goods or the removal of the third party's premises.

13.5. You must pay all monies owing by you to us. If you fail to do so, we reserve the right to suspend or cease delivery of the Goods.

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13.7. Title to the Goods will pass to you in accordance with clause 7.2. We will ensure that delivery is made within the quoted delivery date upon giving you reasonable notice.

13.8. If after delivery of the Goods you are aware of any defect or fault in the Goods which was not notified to you at the time of delivery, you must notify us within 7 working days of becoming aware of the defect or fault, and if so notified the Goods will be repaired or replaced free of charge.

13.9. Your obligations under these Conditions are not suspended or modified in whole or in part by any voluntary arrangement with your creditors or by any act, neglect or default by us or by any other person.

13.10. If you cease or threaten to cease, to carry on business; or

13.11. If you commit any act of bankruptcy or other act or default which is analogous to or would entail, in any country, the legal result of, bankruptcy.