8 LIABILITY
The warranties contained in condition 7 are given subject to the following conditions:
8.1 The Buyer shall not be liable for a breach of any of the warranties above unless:
8.1.1 the Buyer gives written notice of the defect to the Seller, within 14 days of the time when the Buyer discovers or ought to have discovered the defect; and
8.1.2 the Buyer has got written evidence from a qualified expert that it is not possible to determine whether the Goods or the part of such Goods which is defective to the Seller.
8.2 The Buyer may make any further use of such Goods after giving such notice or
8.2.1 the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, handling, installation or use of the Goods or (if there are none) good trade practice; or
8.2.2 the Buyer alters or repairs or attempts to alter or repair the Goods without the written consent of the Seller.
8.3 The Seller's responsibility shall cease at such time as the Goods are placed alongside the Buyer's place of business.
8.4 If the Seller complies with condition 8.3 it shall have no further liability for a breach of any of the warranties in condition 7 in respect of such Goods.
8.5 If the Buyer makes a claim under this clause or claims damages however caused against the Buyer whatsoever and all conditions, warranties and representations, express or implied in relation to the Goods are hereby expressly excluded.
8.6 The avoidance of doubt, nothing in this clause shall operate to exclude any implied condition concerning the Seller's title in and the right to sell the goods or to exclude or limit any liability on the part of the Seller for defective or dangerous product, personal injury or death resulting from its negligence or for fraudulent misrepresentation.

9 THE GOODS
9.1 The Goods are at the risk of the Buyer from the time of delivery.
9.2 Ownership of the Goods shall pass to the Buyer only when the Buyer has received in full (in cash or cleared funds) all sums due to it in respect of:
9.2.1 the Goods; and
9.2.2 all other sums which are or which become due to the Seller from the Buyer on any invoice raised for such Goods.
9.3 Until ownership of the Goods has passed to the Buyer, the Buyer must:
9.3.1 hold the Goods on a fiduciary basis as the Seller's bailee;
9.3.2 insure the Goods (at no less than the full replacement value) against all loss or damage save in relation to the Goods if the delay or failure was due to any cause beyond it's reasonable control.
9.4 The Buyer may resell the Goods before ownership has passed to it solely on the Seller's behalf.
9.4.1 any sale shall be effected in the ordinary course of the Buyer's business at full market value;
9.4.2 and such sale shall be a sale of the Seller's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
9.5 The Buyer's right to possession of the Goods shall terminate immediately if:
9.5.1 the Buyer has a bankruptcy order made against it; or
9.5.2 the Buyer alters or repairs, or attempts to alter or repair, the Goods without the written consent of the Seller;
9.5.3 the Buyer suffers or allows any execution, whether legal or equitable, to be levied on or into any part of the Goods or any third party in any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer;
9.5.4 the Buyer fails to make any payment under the Contract or any other contract between the Seller and the Buyer; or
9.5.5 the Buyer attaches any part of the Goods to, or in any way charges any of the Goods;
9.5.6 the Buyer ceases, or threatens to cease, to carry on business; or
9.5.7 the Buyer becomes insolvent or makes or consents to an arrangement with the Buyer's creditors under Part VIII of the Insolvency Act 1986 or does or fails to do anything which would entitle a person to appoint a receiver of the whole or any part of the Buyer's assets or which would entitle any person to present a petition for an administration order or for the winding up of the Buyer or for the granting of an administration order.
9.6 The Seller shall be entitled to repossess the Goods notwithstanding that the Buyer may have resold or otherwise disposed of the Goods or any part of the Goods to a third party.
9.7 The Buyer grants the Seller, its agents and employees an irrevocable licence at any time to enter any vehicles or premises where the Goods are or may be stored in order to inspect them, or where the Buyer's right to possession has terminated, to remove them.
9.8 The Seller shall not be responsible for and the Buyer will indemnify the Seller against liability in respect of damage caused to such vehicles or premises in such inspection, repossession and removal being damage not reasonably practicable to avoid.

10 DEFAULT
10.1 Any sum (whether in respect of the Goods or otherwise howsoever) is not paid to the Seller within the time stipulated by the Seller may, at the Seller's option, either:
10.1.1 require the Buyer to pay interest on the overdue amount from the date when the Buyer should have paid by the date of default at the rate specified in the Seller's published price list;
10.1.2 require the Buyer to pay the Seller's costs (including legal costs on a full indemnity basis).
10.2 The Buyer, not being a company, applies for an interim order or proposes a voluntary arrangement with the Buyer's creditors, and does not in whole or in part comply with the requirements of the Debtors Act 1998 or any other legislation in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting in accordance with the provisions of the Companies Act 1985 or any similar legislation.
10.3 The Buyer shall pay interest on overdue amounts at the rates specified in the Seller's published price list.
10.4 The Buyer shall pay the Seller the whole or any part of the Buyer's assets or which would entitle any person to appoint a receiver of the whole or any part of the Buyer's assets or which would entitle any person to present a petition for an administration order or for the winding up of the Buyer.
10.5 The Buyer ceases, or threatens to cease, to carry on business; or
10.6 The Buyer, not being a company, applies for an interim order or proposes a voluntary arrangement with the Buyer's creditors, and does not in whole or in part comply with the requirements of the Debtors Act 1998 or any other legislation in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting in accordance with the provisions of the Companies Act 1985 or any similar legislation.
11 LAW
11.1 The Contract shall be governed exclusively by the laws of England and Wales and the Buyer hereby submits to the exclusive jurisdiction of the Courts of England and Wales.

12 FORCE MAJEURE
The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations under the Contract if the delay is caused by any event beyond the Seller's reasonable control.

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