

ENTECON INDUSTRIES LIMITED

The Title to Goods

- 1 Until payment has been received for all goods and services comprised in the contract full legal and beneficial ownership of such goods shall be retained by the seller notwithstanding that the risk in the same shall pass to the buyer at the time of delivery.
- 2 Should the goods (or any of them) be converted into a new product or products whether or not such conversion involves the addition of any other goods and/or any other materials whatsoever and in whatever proportion the buyer will immediately place the new product or products in store separately from other goods and in a situation where they may be clearly identified. New product or products shall pass to the seller and seller shall be entitled to due proportion of the proceeds of sale of the same to the buyer's customer in accordance with the provisions of paragraph 3 below.
- 3 4 & 5 below the buyer shall be at liability to sell the goods comprised in the contract and/or any products made wholly or partly there from in trust to pay the seller such sums to which it is entitled under the provisions of the contract. Notwithstanding the provisions of this paragraph the buyer may retain from the proceeds of such sale any sum in excess of the sum or sums to which the seller is entitled under the contract or any other contract between the seller and the buyer
- 4 The seller may at any time revoke the buyers power of sale as provided in paragraph 3 above by giving the buyer notice in writing of such revocation in the event of the buyer being in default for longer than fourteen days in the payment of sum whatsoever due to the seller from the buyer (whether in respect of the goods or services which are subject of the contract or under any other contract between the seller and buyer) or if the seller has bona fide doubts as to the solvency of the buyer
- 5 The buyers power of sale as provided in paragraph 3 above shall automatically cease if a receiver is appointed over the whole or any part of the assets of the undertaking of the buyer or a winding up order is made against the buyer or the buyer goes into voluntary liquidation (except solely for the purpose of reconstruction or amalgamation)

or calls a meeting or makes any arrangement with his or its creditors or commits any other act or bankruptcy.

- 6 Until payment in full for the goods has been made the buyer shall hold the same as Bailliee of the seller and shall at all times take proper care of the same and/or any products made wholly or partly there from and keep the same in such manner that they may be clearly identified as belonging to seller. The buyer will return the goods and/or any products made wholly partly therefrom to the seller if it receives a request so to do prior to payment in full having been made
- 7 On determination of the buyer's power of sale under paragraph 4 and/or 5 above the buyer shall place the goods comprised in the contract and/or any products made wholly or partly there from in the buyer's possession at the seller' disposal and the seller shall be entitled to enter upon the premises of the buyer for the purposes of removing the same using such forces as is reasonably necessary for such purpose

If at the time of the determination of the buyer's power of sale under paragraph 4 and/or 5 above any goods comprised in the contract and/or any products made wholly or partly there from are in the custody or control of any individual firm or company other than the buyer then the buyer shall immediately provide the seller with an authority in writing to collect the same and the same shall then be at the seller's disposal.

The seller shall hold these goods and/or products collected in accordance with the provisions of the preceding two paragraphs upon trust to sell the same and shall retain from the proceeds of sale thereof any sum whatsoever due to the seller from the buyer and shall pay any balance remaining there from to the buyer