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Titles

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Eclectic Components' Terms of Trade cover the following topics. This section is dedicated to 'Titles'.

1 Interpretation 6 Titles

2 Application of conditions 7 Warranties

3 Orders 8 Limition of Liability

4 Price and payment 9 Events beyond the Company's control

5 Deliveries and risk 10 General

6 Titles

- 6.1 Ownership of any Goods supplied by the Company to a Customer shall not pass to the Customer until receipt by the Company in cash or cleared funds of payment in full for the Goods.
- 6.2 Until such time as payment for the Goods or any Services rendered has been received in full by the Company the Customer shall
- 6.2.1 Hold such Goods on a fiduciary basis as the Company's bailee;
- 6.2.2 Store the Goods (at no cost to the Company) separately to other goods of the Customer or any third party in a way that they remain readily identifiable as the Company's property;
- 6.2.3 Not destroy, obscure or obscure any identifying mark or packaging on or related to the Goods;
- 6.2.4 maintain the Goods in satisfactory condition insured for their full price against all risks and hold the proceeds of insurance on trust for the Customer and not mix them with any other money nor pay the proceeds into an overdrawn bank account.
- 6.3 The Customer may resell Goods which come into its possession before ownership has passed to it provided that any such sale shall be in the ordinary course of business and that the Customer accounts to the Company for the proceeds of sale of the Goods as payment to the Company of the price owing by the Customer to the Company. If such proceeds are not sufficient to enable the Customer to pay to the Company the full price outstanding the Company shall remain entitled to recover payment from the Customer of the outstanding amount together with any interest and costs as referred to in clause 4.11 and 4.12.
- 6.4 The Company shall be entitled to recover payment for the Goods and/or Services notwithstanding that ownership of any of the Goods has not passed from the Company.
- 6.5 In the event of any Goods or Services not being paid for in full by the date upon which payment therefore is due the Company shall have power to recover possession of the Goods or any other goods supplied by the Company to the Customer and retained by the Customer and the Customer hereby expressly grants an irrevocable licence to the Company, its agents and employees at any time to enter upon any premises upon which such goods are located to recover possession thereof.
- 6.6 On termination of the Contract, howsoever caused, the Company's rights under this clause 6 shall remain in effect.