9. RISK AND TITLE IN THE GOODS
(a) The title in the Goods shall pass to the Customer on delivery of the Goods to the Customer.
(b) Title in the Goods shall remain in the Company until payment of the price in full.
(c) The Company and its agents, may at any time after the Customer’s right to possession has terminated, repossess the Goods or any part thereof, or any part of the Goods by the possession of any part of the Goods by the Customer.
(d) The Company may maintain an action against the Customer for payment of the price notwithstanding that title in the Goods has not passed to the Customer.
(e) If any of the Goods are resold or otherwise disposed of by the Customer before payment has been made in full, the Company may trace the proceeds of such sale or disposal and recover the proceeds of sale.

10. CONDITION AND WORKING TOLERANCES
(a) No representation or warranty given by the Company or its agents on its behalf shall be incorporated into any contract unless expressly referred to in the Company’s quotation.
(b) All warranties, conditions and representations contained in any law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) to the fullest extent permitted by law are excluded and no conditions or warranties, express or implied, are given by the Company.

11. LIABILITY
(a) This clause 11 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
(i) death or personal injury;
(ii) death or personal injury;
(iii) goods and services; and
(iv) failure to perform any description of the Services listed in the Contract.
(b) The Company shall not be liable for any damage, loss, act or omission caused as a result of any circumstances outside the Company’s control.
(c) The Company shall not be liable for the repair or replacement (at the Company’s discretion) of defective Goods, together with damages (as if adjusted to be payable) not exceeding £500,000.
The Company shall not be liable for any of the following types of loss (whether direct or indirect) (i) loss of profit or business; (ii) loss of credit or reputation; (iii) financial loss caused by the Company’s negligence; or (iv) indirect, consequential or pure economic loss, costs, damages or expenses.

12. TERMINATION
(a) Either party may give notice to terminate the Contract for any reason.
(b) The Company shall immediately pay to the Company all of the Company’s outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt.
(c) The Company shall, within a reasonable time, return any Goods for which payment in full has not been received and at the Company’s risk. If the Customer fails to do so, then the Company and its agents may enter the Customer’s premises and take possession of them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safekeeping.
(d) All rights and remedies of the parties at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

13. BREACH AND INDECENCY
(a) The Customer is entitled to terminate the Goods, and performance of the Services, shall terminate immediately, and the Company may terminate a Contract if:

14. DATA PROTECTION
(a) The Company has a data protection order made against him or makes an arrangement or composition with his creditors.
(b) The Company is not able to meet any obligation arising from such requirements.
(c) The Company will only use personal information provided to it as set out in its privacy policy (copy of which is available on the Company’s web Site).
(d) For the purposes of this clause 12, Data Protection Legislation means any data protection legislation in effect from time to time in the United Kingdom in the Act 1984, 1998 or any successor legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation (EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

15. GENERAL
(a) The Company may assign the Contract or any part of it to any person, firm or company.
(b) The Company shall be entitled to assign the Contract or any part of it.
(c) The Company shall be entitled to assign the Contract or any part of it.
(d) If any provision of the Contract is found by any court or other authority of competent jurisdiction to be void, illegal or unenforceable that provision, to the extent required, be deemed not to form part of the Contract and the validity and enforceability of the other provisions of the Contract shall not be affected.
(e) The Contract is governed by English Law. The parties submit to the exclusive jurisdiction of the English courts.