



## Standard Conditions of Sale

1. These terms and conditions apply to all sales by us, (the Company) and any written or additional terms must be expressly confirmed in writing by the Company.
2. Quotations remain open until acceptance written or verbal but may be withdrawn if acceptance has not been received by the company within 30 days of quotation.
3. The Company may at any time, before acceptance is received, increase the price specified in the quotation given by written notice to the customer. After acceptance of the quotation, the Company may at any time increase the price specified in the quotation by giving not less than seven days written notice to the Customer. In either case, the increased price shall apply to all orders for goods delivered after the date specified in the notice. Even when a quotation states that prices are fixed, the Company may increase prices in accordance with this condition after one year from the date of issue of any fixed price quotation. Where the quotation is for more than one load, the order for each load shall be treated as a separate order.
4. Additional charges will also be made if:
  - a) The supply of goods is required outside the Company's normal working hours which are as follows: Monday to Friday 6am – 6pm, Saturday 6am – 12 noon or
  - b) Delivery is required in part loads rather than full loads: or
  - c) For any reason the delivery vehicle is held on site for more than a period of 10 minutes acceptance time plus an additional period of 5 minutes in respect of each cubic metre (or part thereof), of the delivery.
5. The Customer shall provide safe and adequate access to the point of discharge of the goods, including adequate manoeuvring space for the delivery vehicle. Failure to comply may result in the Company refusing to make delivery and charging the Customer with all the costs incurred.
6. Except in the case of negligence by the Company or the driver of the Company's vehicle, the Customer shall indemnify the Company and its hauliers against damage or injury caused during the presence on site or access thereto of the delivery vehicle.
7. The customer, his authorised employee or agent must promptly:
  - a) Accept delivery of the goods when they arrive on the site.
  - b) Inspect the goods when they are discharged.
  - c) Sign the delivery docket to acknowledge that the mix description set out on the delivery docket describes the concrete required by the customer, record any delay after the arrival of the goods on site and any standing time and to authorise any addition to the concrete, of water, or of any other materials by recording it on the delivery docket.
8. The risk in the goods passes to the Customer at the moment of discharge from the delivery vehicle at the Customers site, or on loading the goods into the Customers vehicle or other container.
9. The Company shall not be responsible for failure to comply with a specification by reason of a temperature reduction in the materials supplied, where there has been any delay in the discharge of materials.
10. Concrete must be discharged within two hours of batching (or such lesser time as is required by any particular specification) and if the Customer prevents such discharge, the driver will return the concrete to the batching plant and the customer will be charged for the concrete and its delivery, return and disposal.

11. The Company will accept no responsibility for the workability, strength or quality of its concrete if the Customer has added anything to it whatsoever. The Company's drivers have instructions to make no alterations to a mix without specific authorisation by the Customer and such authorisation shall be at the Customer's risk. In the event that the Customer or his representative demands the driver to mix and discharge the concrete at a workability different to that specified and ordered, the Company will accept no responsibility for the consequences of the concrete being supplied at a workability outside the tolerances of that specified in the quotation.

12. Any time period or date for delivery agreed by the Company and the Customer is an estimate only and the Company shall not be liable for any damages or losses whether direct or indirect (including as a result of negligence) arising out of failure to meet such time period or date.

13. The Customer is responsible for providing tipping facilities for any excess material ordered or material rejected for reasons other than non-compliance with the specification or order by the Company. If the Customer is unable to provide tipping facilities for excess or rejected material, the Company may carry out disposal and the Customer shall pay the full delivered rate for the materials, a disposal charge and any additional mileage or other costs incurred by the Company.

14. Goods sold by the Company shall be the type, description and /or specification as shown on the delivery note or the quotation. No warranty is given that the goods are suitable for any particular purpose unless the Customer shall first have advised the Company of all relevant factors relating to the purpose and the Company has confirmed in writing that the goods are suitable for that purpose. Where the Company complies with a request from the Customer or from a person reasonably believed by the Company to be acting on his behalf for a variation in the mix description of a delivery the Customer shall accept any consequential variation in the properties and /or the constituents of such delivery.

15. If the Customer can establish to the reasonable satisfaction of the Company that the goods are not in accordance with the quality or specification contained in the quotation then subject to the remaining conditions in this clause 15, the Company will at its sole discretion supply to the Customer, additional goods in the same quantity as the defective goods or refund all or part (as appropriate) of the price of the defective goods ("The guarantee"). The Guarantee is subject to the following limitations:

- a) The Guarantee shall not apply unless the Customer notifies the Company in writing of the alleged defect or failure, immediately upon it first becoming aware thereof and in any event within 48 hours of delivery of the goods, or where the defect or failure was not apparent on reasonable inspection within 48 hours after the discovery of the defect or failure.
- b) The Customer shall provide to the Company, its employees and agents, safe and unrestricted access together with such other information as the Company may reasonably require to enable it to ascertain or verify the nature/cause of the alleged defect or failure.
- c) Without limitation to the generality of the foregoing, the Company will accept no responsibility for unsuitable application, wrongful handling or placing, inadequate curing, the effects of heat, frost or inclement weather, failure to follow any British Standard, wear and tear or from any fault in a design or specification provided by or on behalf of the Customer.

16. The following provisions set out the total liability of the Company (including any liability for the acts or omissions of its employees, agents and subcontractors) for other loss and damage suffered by the Customer in respect of : any breach of contract: any use made by the purchaser of the goods, or any product incorporating the materials and any representation, statement or tortious act or omission including negligence arising under or in connection with the quotation or the supply of goods.

- a) All warranties, conditions and other terms implied by statute or common law which may be excluded by law (save for the conditions implied by section 12 of the sale of goods act 1979) are, to the fullest extent permitted by law, excluded from the contract.
- b) Nothing in these conditions shall exclude or restrict the company's liability: for death or personal injury resulting from the Company's negligence: under section 2(3) of the Consumer Protection Act 1987: for any matter which it would be unlawful for the

Company to exclude or attempts to exclude its liability: or for Fraud or Fraudulent misrepresentation.

- c) Subject to clauses 16a and 16b, the Company's total liability in contract, tort or delict (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance of or contemplated performance of the contract and the supply of the goods shall be limited to a maximum financial cap of the lesser of 1) £50 000 and 2) a sum equivalent to the quotation price.
- d) The company shall not be liable to the customer for any: pure economic loss: loss of profits: loss of business: loss of goodwill or claims for consequential costs, charges, expenditure or compensation (whether direct or indirect and including legal costs) which arise out of or in connection with the contract.
- e) The Company shall have no liability for any defect to the extent that the loss or damage suffered by the Customer or any third party arises from: normal wear and tear: the Customer's or a third party's wilful damage, negligence, abnormal working practice, misuse, alteration or repair of the goods, failure to follow any British Standard or company or industry instructions relevant to the goods: or water or any other material being added to the goods without the prior written agreement of the Company: or if the goods are manufactured processed or mixed by the Company to the specifications of the Customer or it's agents, the Customer fully indemnifies the Company against all loss, damages, costs and direct or indirect economic loss or expenses on an indemnity basis awarded against or incurred by the Company in settlement of any claim for infringement of any patents copyright design trademark or any other industrial or intellectual property rights of any third party.
- f) The statutory rights of a Customer dealing as a consumer are not affected by these conditions.

17. Sampling and testing shall be carried out in accordance with the appropriate British Standards or specification accepted by the Company. Compliance with such standards or specifications shall be discharged by the Company if goods meet such specification at the time of supply to the Customer and on the basis that the Company is the supplier and not the user of the goods.

18. Payment is due before delivery if required by the Company at the time of entering into the contract, in all other cases, payment for the goods supplied must be received by the Company no later than the 30th day of the month following the month of supply of the goods. If a) as a result of making a delivery the Customers credit limit would be exceeded or b) the Customer fails to comply with payment terms or any other of these conditions, then the Company may refuse (whether under this or any other contracts between the Company and the Customer) to accept or complete any order, suspend supplies or impose such special payment terms or other conditions as the Company deems appropriate.

19. Property in the goods shall pass to the Customer when the Company has received actual payment for the goods.

20. Deliveries may be totally or partially suspended during any period in which the Company may be prevented or hindered from manufacturing, supplying or delivering the goods due to a breakdown of plant, non-availability of materials, labour disputes, fire, accident or inclement weather, transport difficulties or delays or any circumstances outside the Company's control. The Company will inform the Customer should any such occasion arise, but shall be under no liability to the Customer for failure to deliver in such circumstances. While every effort will be made to meet any agreed requirements of the Customer, the Company shall not be liable for any loss or damage arising through its failure to meet such requirements.

21. The Customer shall not have a right of set off to withhold payments properly due to the Company in the event of any dispute with the Company.

22. The Company shall have no liability to the Customer as to any variation in colour of the goods supplied as this is due to natural variations in raw materials and site practices beyond our control.

23. No waiver of these conditions shall be effective unless confirmed in writing by a Director of the Company.

24. Any other terms or conditions which the Customer may seek to introduce (whether before or after the date of quotation) shall be of no effect and an order of acceptance by the Customer of a delivery to which the quotation refers shall be deemed to be on these terms and conditions and not otherwise.