

CONDITIONS OF SALE

1) GENERAL

- (a) These terms and conditions apply to all sales by us (the Company) and any variations or additional terms must be expressly confirmed in writing by the Company.
- (b) Acceptance by the customer of the goods shall be deemed to be acceptance of these conditions and are incorporated into the contract.

2) QUOTATIONS

- (a) Quotations remain open until written acceptance but may be withdrawn if written acceptance has not been received by the Company within 30 days of quotation.
- (b) This quotation is subject to VAT.

3) PRICE VARIATION

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. The increased price shall apply to all orders for goods delivered after the date specified in the notice.

4) ADDITIONAL CHARGES

will also be made if:

- (a) Goods are required outside the Company's normal working hours.
- (b) If delivery is required in part loads rather than full loads.
- (c) Concrete delivery via conveyor.
- (d) If for any reason the delivery vehicle is unable to discharge its load within thirty minutes of arrival at the customer's site.

5) ACCESS

The Customer must provide safe and adequate access to the point of discharge of the goods. Failure to comply may result in the Company refusing to make delivery and charging the Customer with the costs incurred.

6) RESPONSIBILITY

Except in the case of negligence by the Company or the driver of the Company's delivery vehicle, the Customer shall indemnify the Company and its hauliers against damage or injury caused during the presence on site or access thereto of delivery vehicle.

7) UNLOADING

The Customer, his authorised employee or agent must promptly:

- (a) Accept delivery of the goods when they arrive on site.
- (b) Inspect the goods when they are discharged.
- (c) Sign the conveyance note.
- (d) Sign the record of any delay after the arrival of the goods on site.

8) QUALITY

Where there is any complaint about the quality or quantity of the goods the Customer must:

- (a) Record the complaint on the conveyance note.
- (b) Phone the office from which the goods were ordered on the day of delivery.
- (c) Confirm the complaint in writing to the Company's head office within three days.
- (d) Allow the Company all reasonable facilities to enable it to investigate any such complaint promptly and to advise the Customer of any remedial action that may be appropriate.

9) RISK

- (a) The risk in the goods shall pass to the Customer at the moment of discharge from the delivery vehicle at the Customer's site, or on loading the goods into the Customer's vehicle.
- (b) Concrete must be discharged within two hours of batching (or such extended time and may be instructed by the Customer and at the Company's discretion and the Customer's risk or such lesser time as is required by any particular specification or ambient conditions) 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.
- (c) The Company will accept no responsibility for the workability, strength or quality of its concrete if the Customer has added anything whatever to it. 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 being supplied 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 tolerance of that specified in the quotation.
- (d) The Company will not accept responsibility for surface finish.
- (e) Concrete blocks or Reconstructed Stone should not be used when frosted or saturated with water.

10) DISPOSAL

- (a) The Customer is responsible for any additional costs suffered by the Company, including charges for disposal of materials, in the event that an order is cancelled or varied by the Customer. Where material is delivered or in the process of delivery 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. Where material is tipped, either after batching, loading or delivery has commenced the

Customer shall pay the full delivered price of materials and, where tipping facilities are not provided by the Customer, a disposal charge and any other additional costs suffered by the Company.

- (b) If a Customer refuses delivery or diverts a load the Customer shall pay the full cost of the delivered material to the original site plus any additional cost incurred diverting to another location.

11) SPECIFICATION

Goods sold by the Company shall be the type, description and/or specification as shown on the conveyance note or 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.

12) QUALITY

Where goods supplied by the Company are proved to be defective, the Company will replace the goods as promptly as possible without charge and will only reimburse the Customer for any expense proved to have been directly incurred in the removal and replacement of the defective goods. The Company shall not be liable to the Customer for any consequential loss or damage (whether for loss of profits or otherwise) third party claims, losses, expenses or other claims for consequential compensation which arise out of or in connection with the supply of the goods or their use by the Customer except as expressly stated in these conditions. Without limitation to generality of the foregoing, the Company shall not be liable to the Customer for any losses or costs resulting from unsuitable application, wrongful handling or placing or from any fault in a design or specification provided by or on behalf of the Customer.

13) SAMPLING

Sampling and testing shall be carried out in accordance with the appropriate British Standard or specification accepted by the Company. Compliance with such standard or specification shall be discharged by the Company if goods meet such specification at the time of supply to the Customer.

14) RETURN OF PACKAGING

- (a) The Customer will provide a cash deposit to the Company of the amount stipulated as representing the value of such pallet or packaging which will be held by the Company until the return in good condition of such items.
- (b) The Customer will at its own expense return any pallets owned by the Company.
- (c) If a Customer requests the Company to collect pallets a charge may be made to cover costs.
- (d) No refund will be issued for any pallets returned to our works damaged.

15) PAYMENT

Payment for the Goods must be received by the Company not later than the 28th day of the month following the month of the supply of the goods. If as a result of making a delivery the Customer's credit limit would be exceeded or 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 or any associated companies of the Customer) to accept or complete any order, suspend supplies or impose such special payment terms or other conditions as the Company deems appropriate.

If at any time the Customer shall fail to pay any sum due to the Company under the terms on or before the due date, then the whole of the indebtedness of the Customer shall immediately be due and payable.

Overdue accounts will be charged interest at the rate of 8% per month from the day on which such accounts become overdue until receipt of payment therefore such interest to run from day to day and to accrue after as well as before judgement.

16) TITLE

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

17) DELIVERY

- (a) 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 breakdown of plant, non-availability of material, 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 an 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.
- (b) Time for delivery shall not be the essence of the contract.

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

CAUTION: Cement and concrete contain lime and other chemicals which can cause irritation, dermatitis and burning. To avoid harm to skin minimise contact with wet concrete and wear suitable protective clothing. Where contact occurs (whether directly or through saturated clothing) wash thoroughly. In case of irritation or burns consult a doctor immediately.