

EXTRACT FROM CONDITIONS OF SALE FOR AGGREGATES – A COMPLETE COPY OF THE CONDITIONS OF SALE FOR AGGREGATES IS AVAILABLE FROM OUR REGISTERED OFFICE ON REQUEST

2. BASIS OF THE SALE

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with these Conditions which shall govern the Contract to the exclusion of any other terms and conditions

2.2 Each order for Goods by the Buyer to the Seller shall be deemed to be an offer by the Buyer to purchase the Goods subject to these Conditions, and, for the avoidance of doubt, any call-off order on a Contract which differs from the products description negotiated for that Contract shall, to the extent accepted by the Seller in accordance with Condition 3.1, be deemed to be part of the Contract and subject to these Conditions.

2.3 Any quotation is given on the basis that no Contract will come into existence until the Seller accepts the order in accordance with Condition 3.1. A quotation is valid for a period of 30 days only from its date provided that the Seller has not previously withdrawn it.

3. ORDERS, SPECIFICATIONS, SAMPLING AND TESTING

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller until the earlier of an acknowledgement of order being despatched to the Buyer, or the Goods being delivered to the Buyer.

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer and for giving the Seller any necessary information relating to the Goods within sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.3 The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation forming part of these Conditions or the Buyer's order (if accepted by the Seller in accordance with these Conditions).

3.5 THE ATTENTION OF THE BUYER IS SPECIFICALLY DRAWN TO THE NEED FOR CARE IN THE HANDLING OF THE GOODS.

4. DELIVERY

4.3 Where the Goods are to be delivered at the Buyer's premises or to such other place as may be agreed between the Seller and the Buyer pursuant to Condition 4.1, in the case of road deliveries, the Buyer shall provide and shall clearly indicate to the Seller or Carrier a route between the metalled highway and the point at which the Buyer wishes the Goods to be discharged which, in the reasonable opinion of the Seller or such Carrier, is safe and proper and reasonable for access, manoeuvring and egress of the delivery vehicle. **IF, IN THE SELLER'S OR CARRIER'S REASONABLE OPINION, SUCH ACCESS IS NOT AVAILABLE OR IS UNSUITABLE, THE SELLER RESERVES THE RIGHT TO REFUSE TO DELIVER.** The Buyer shall be responsible for supervising completion of delivery. The Buyer indemnifies the Seller (both for itself and as agent and trustee for any Carrier) against all losses, costs, proceedings, claims, demands and expenses incurred by it or by any such Carrier (other than in respect of death or personal injury caused by the negligence (as defined in Section 25 of the Unfair Contract Terms Act 1977 (as amended) ("UCTA")) of the Seller or Carrier) as a result of failure to provide such convenient and safe access, and/or properly supervised delivery

4.4 Any time, period or date for delivery stated in the Contract is an estimate only and the Seller shall not be liable for any damages or losses (including as a result of negligence) arising out of failure to meet such time, period or date.

4.6 The Buyer must satisfy itself as to the condition of the Goods at the time of delivery and the Goods must be inspected and accepted in writing by the Buyer or Buyer's representative at the time of delivery.

4.7 The Seller's liability in respect of short weight or measures of Goods supplied shall be limited to the delivery of an additional supply of the Goods in accordance with these Conditions to make up the short weight or measure. The Seller shall have no liability in respect of the short weight or measure if notification is given later than 24 hours after delivery of the Goods.

4.8 The Buyer shall reimburse the Seller (both for itself and as agent and trustee for any Carrier) all costs and expenses incurred by the Seller as a result of the Seller or Carrier being prevented from or delayed in making any delivery resulting from the acts or omissions of the Buyer or any of its employees, agents or sub-contractors.

4.9 Without prejudice to any other rights or remedies available to the Seller an additional charge may be made if: 4.9.1 the Buyer requires delivery of the Goods in quantities less than minimum loads, as such minimum loads may be notified to the Buyer by the Seller from time to time, or delivery of several types of Goods on one vehicle; or 4.9.3 the Buyer fails to take delivery or fails to give the Seller adequate delivery instructions; or 4.9.4 unloading of the delivery vehicle is delayed, more than 30 minutes after the Seller or Carrier is ready to unload; or 4.9.5 delivery cannot be effected because of unsuitable access or unsuitable discharge point; or 4.9.6 the Buyer requests that delivery be deferred.

4.10 Save where otherwise agreed in writing by the Seller, the Buyer may not re-direct delivery of the Goods or of any instalment of the Goods.

4.11 In the event that the Buyer requests that any Goods be deposited on a street, public highway and/or public footpath the Buyer shall be responsible for compliance with all statutes and regulations relating to public highways and byways including, without limitation, obtaining all necessary licences and/or orders, and for all steps which need to be taken for the protection at all times of persons or property and shall indemnify the Seller in respect of all costs, claims, losses or expenses (including legal costs) on an indemnity basis (other than in respect of death and personal injury caused by the negligence (as defined in Section 25 of UCTA) of the Seller or its Carrier) which the Seller may incur as result of a breach of this Condition 4.11 by the Buyer.

4.12 If the Buyer cancels or postpones its order, the Seller shall be entitled to recover all costs accrued and/or incurred up to the date upon which the Seller receives notice of such cancellation.

5. PRICE OF THE GOODS

5.1 The price of the Goods shall be the price quoted by the Seller. Where no price has been quoted by the Seller, deliveries will be made at the Seller's prices ruling at the date of delivery or collection (as appropriate).

5.2 The price of the Goods shall be subject to the addition of VAT and a sum equal to any other government duty, tax or levy applicable to the Goods, any ingredient of the Goods or applicable to the sale of the Goods. Except where delivery takes place at the Seller's premises all prices quoted by the Seller include the Seller's charges for transport and insurance.

6. TERMS OF PAYMENT

6.1 Payment is due before or on delivery if required by the Seller at the time of entering into the Contract. In all other cases, for approved customer credit accounts, payment shall be made by one month following the end of the month of invoice, but if default is made in the payment of any one invoice, these credit terms shall cease to apply and the Buyer will become immediately liable for all sums outstanding.

6.2 Where the Seller has not required payment before delivery in accordance with Condition 6.1 and the Buyer fails to collect or accept delivery of the Goods (as appropriate) in accordance with these Conditions the Seller shall be entitled to invoice the Buyer for the price of the Goods at any time after such failure to collect or accept delivery (as appropriate).

6.3 If the Buyer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Seller the Seller shall be entitled to: 6.3.1 cancel the Contract or suspend any further deliveries to the Buyer; and

6.3.2 Re-invoice the Buyer at the Unapproved Customer Terms Rate which is 50% higher than the current published trade customer price list per our Borrower-Lender-Supplier Agreement.

6.4 The Buyer shall not be entitled to make any deduction from, set-off, or retention of, the amounts due under the Contract unless the Buyer has a valid court order requiring an amount equal to such deduction, set-off or retention to be paid by the Seller to the Buyer. The Seller shall be entitled to appropriate any payment made by the Buyer to the Seller to such of the Goods as the Seller thinks fit despite any purported appropriation by the Buyer including, but not limited to, any goods which have been supplied by the Seller to the Buyer under any contract between the Seller and the Buyer.