

Conditions of Sale

1. The prices quoted herein are those currently operating and if not accepted within three calendar months of the date of this quotation will be deemed to have been withdrawn,

2. Except as stated in 3 below, all quotations are subject to the condition that deliveries will be made at the price ruling at the date of despatch. This condition overrides all other provisions as to prices in this quotation. The prices quoted are therefore subject to any price variations made before or after acceptance of the quotation and also during the currency of any order and/or contract resulting therefrom.

3. In certain exceptional circumstances a quotation may be made on a fixed price basis, in which case the words "price fixed until ... (date)" will appear on the quotation. In such cases there will be no variation of the quoted prices during the period stated, but prices may be varied immediately afterwards without further notice. All other conditions apply to quotations made on a fixed price basis.

4. All offers to supply are made in good faith in accordance with circumstances applying on the date of the quotation. Prices are calculated either "ex quarry" or "ex wharf" or "delivered" on the assumption that when supplies are required by the customer there will be material available unsold at the quarry or wharf stated on our quotation. If, for any reason whatsoever, material is not available, or not available in sufficient quantities, we do not undertake to deliver at the same price from a more distant quarry or wharf, nor shall we be liable for any loss sustained by the customer due to our inability to supply material as quoted. If, for any reason whatsoever, we are obliged to close down or reduce output from the quarry or wharf from which it was intended that supplies would be made available, we do not accept responsibility to supply from any other quarry or wharf owned by us or from any other source at our original quoted price. Whenever possible, we will, in such circumstances, requote to supply similar materials which may be available at another of our quarries or wharfs in the area.

5. Unless prices have been quoted "ex quarry" or "ex wharf" all prices quoted are delivered prices including the cost of delivery in our own or hired vehicles. It is the customer's responsibility to ensure that the site for delivery or collection of materials is suitable for our delivery vehicles. The customer agrees to indemnify us in respect of any damage caused to the customer's property, any third party's property, or to our delivery vehicle during the course of delivery unless such damage is caused by the negligence of our delivery driver.

6. When one of our vehicles calls at a customer's premises or site to deliver our materials, the customer is to ensure that the vehicle is unloaded with all reasonable despatch. If unloading is delayed for more than fifteen minutes, an extra charge will be made based upon our current hourly rates.

7. Where prices are quoted "ex quarry" or "ex wharf" the materials will be delivered into the customer's vehicle at a suitable delivery point at the quarry or wharf as directed by the quarry or wharf superintendent. Where practicable, notice should be given of the date and time the customer's vehicle will collect the materials. The customer's own vehicle will be loaded with the utmost despatch but we shall not in any event be liable for any delay in delivery of the materials into the customer's vehicles nor any loss consequent thereon. Customers are responsible for the condition of the vehicles in which they collect materials, whether owned or hired and we shall not be liable in any way for loss or contamination of materials resulting from the condition of such vehicles.

8. Ownership of the materials shall not pass to the customer until the materials are fully paid for, but the risk in the materials shall be borne by the customer from the date of delivery.

9. A copy of a conveyance note must be signed on receipt of goods. Unless any deficiency or damage is recorded thereon, we cannot accept any responsibility for claims.

10. If this quotation relates to the collection of waste, the customer warrants that such waste is both inert and non-toxic and will not pollute the land, the water supplies or air in or around the land in or on which the waste is deposited.

11. This quotation is subject to acceptance of the whole unless we agree specifically to any deductions or differences in quantities.

12. Unless otherwise expressly agreed in writing, our prices only cover the supply of materials on normal working days and during normal working hours. All materials delivered or made available at the customer's request on bank holidays, Sundays and Saturday afternoons and outside our normal working hours will be subject to extra charges.

13. We cannot accept responsibility for any damage or consequential loss arising from non-delivery or late delivery, or for delay or failure to complete the contract arising as a result of strikes, lock-outs, labour disturbances, fires, frost, accidents, acts of God, force majeure or any cause whatsoever beyond our control.

14. Our liability for materials, found to be inferior to the quality or specifications ordered or not fit for the purpose for which we were notified the materials were required, is limited to free replacement. Any liability for consequential damage and/or loss of profits is specifically excluded.

15. In the event of any dispute arising concerning the quality of any of the materials supplied, a representative sample shall be drawn in the manner prescribed by the British Standards Specification in the presence of our representative from the unused portion of the delivery complained of. This representative sample will be packed in a suitable container and referred for examination in accordance with the appropriate British Standards Specification to some recognised aggregate testing expert, to be mutually agreed upon or, failing agreement, to be named by the Institute of Civil Engineers. The report of such expert shall be final and binding on all parties. The expert's fee shall be paid by us if the material fails to comply with the British Standards Specification and by the customer in the contrary case.

16. We reserve the right to refuse to execute an order or contract if the arrangements for payment, or the customer's credit, are not satisfactory to us. In the case of non-payment of an account when due, or in the case of death, incapacity, bankruptcy, or insolvency of the customer, or when the customer is a limited company in the case of liquidation or the appointment of a receiver, then the purchase price of all materials invoiced and/or supplied by us to the customer to date, shall immediately become due and payable from the customer to us. In addition, we shall have the right to cancel every contract made with the customer or to suspend or to continue the supply of materials at our option without prejudice to our right to recover any loss sustained.

17. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to any order placed with us.

18. Unless otherwise agreed by us in writing, the above terms and conditions shall apply to all orders placed with us. Any stipulations or conditions in a customer's order form which would conflict with any of these terms and conditions, or in any way qualify or negate the same, shall be deemed to be inapplicable to any order placed with us, unless expressly agreed by us in writing when acknowledging the order in question.

19. If any of the above terms and conditions shall in whole or in part be held to any extent to be illegal or unenforceable under enactment or rule of law, such term or condition shall be deemed not to form part of the order and the enforceability of the remaining terms and conditions shall not be affected.