



CONDITIONS OF SALE

1. **ACCESS FOR DELIVERY** - The customer shall provide and clearly indicate to the company a safe and proper route from the metalled highway to the discharge point and the customer shall indemnify the company (both itself and as agent and trustee for any other person operating any truck making a delivery) against damage or loss which may result from a failure to do so.
2. **DELIVERY DOCKETS** - In respect of each delivery the customer shall ensure that an authorised person will be signing the delivery docket:-
 - Acknowledge that the mix description set out on such delivery docket describes the concrete required by the customer.
 - Authorise any addition to the concrete of water or of any other materials by recording it on such delivery docket.
 - Confirm the times of arrival of such truck on site and of completion of discharge.
 - Acknowledge receipt of such delivery.
 - Delivery dockets will be in electronic format and a copy will be emailed when a signature is obtained on site. On occasion the delivery docket may be in paper format, in which instance a copy will be given to site operatives once a signature is obtained.
3. **VARIATION OF DESCRIPTION** - 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 constituents of such delivery.
4. **STRENGTH, CONCRETE, TESTING, ETC** - A reference to strength class is (unless otherwise agreed in writing) a reference to comprehensive strength assessed:-
 - By making (in accordance with BSEN 12390) cubes from samples taken (in accordance with BSEN 12350) from a delivery at the time of discharge either from the truck making the delivery or (where collected by the customer) from the company's plant;
 - And by carrying out (also in accordance with BSEN 12390) comprehensive test on such cubes;
 - And by interpreting (also in accordance with BSEN 206/BSEN 8500-2) the results of such tests.

A Reference to any other property and/or to the constituents of a delivery is (unless otherwise agreed in writing) a reference to such property and/or constituents as assessed by carrying out a test (or tests) in accordance with any appropriate BSEN and by interpreting the result (or results) on a basis agreed in writing.
5. **EXPRESS TERMS** - The customer shall not be entitled to rely upon a delivery reaching a particular strength or as being fit for a particular purpose unless (in either case) an express term to that effect is set out or referred to overleaf.
6. **BREACH OF CONTRACT** - Where the customer makes a claim against the company in respect of a breach of a contract made on the terms of this quotation in relation to any alleged failure of concrete to correspond with the mix description or any variation of it which may have been incorporated into any such contract:-
 - Immediately after the time when such a breach is first suspected the customer shall give the company a written notice of such claim which includes the reasons for suspecting such a breach and the precise position in which the concrete in question was placed; and any such notice shall in any event be given within forty days after the delivery of the concrete in question or within any reasonable longer period which the customer may show to be necessary due to circumstances beyond his control (or in the case of any claim that the volume of a delivery did not correspond with the volume shown on the delivery docket which accompanied it within two days after its delivery);
 - From time to time the customer shall give the company all facilities which the company may reasonably require to check any assessments made or to be made;
 - Upon request from the company the customer shall permit the company to carry out its own assessments and in particular (subject to its doing so as quickly as is reasonably practicable) to inspect to sample and to test the concrete in question in situ and to investigate and to advise on any remedial action;
 - Within six calendar months after any delivery or within an reasonable longer period which the customer may show to be necessary due to circumstances beyond his control the customer shall submit to the company in writing a final claim giving details of each item of cost or the repair or reinstatement thereby necessitated;
 - The customer shall establish that such a breach has occurred.
7. **LIABILITY** - Where the customer does not act in accordance with clause 6 all claim or right in respect of any such breach of contract shall be deemed to have been waived and to be absolutely barred. Where the customer does act in accordance with clause 6 the company's liability in respect of any such breach shall be limited to the direct costs which would necessarily be incurred by the company in the breaking out and in the removal of any concrete in question and to any replacement by the company of the concrete in question and to any other direct costs which would necessarily be incurred by the customer in carrying out repair or reinstatement. The company shall not be liable for indirect or consequential damage or loss in relation to any breach (whether of the type referred to in clause 6 or otherwise).

If the defect in goods should have been revealed by examination on delivery, the company's responsibility in respect of such defect shall be limited to the delivery of a fresh supply of goods.
8. **OWNERSHIP OF CONCRETE** - The ownership of concrete shall pass to the customer at the moment either of its discharge from the truck making its delivery or of its discharge from the company's plant into any container provided by the customer.
9. **CREDIT** - Any credit facility allowed to the customer by the company may be altered or withdrawn at anytime.
10. **WAITING TIME** - The company reserves the right to make a 'waiting time' charge for the time during which a truck making a delivery is held on site in excess of a maximum total of thirty minutes.
11. **PART LOADS** - The customer shall pay a 'part load' charge in respect of any unfilled capacity of a truck making a delivery (in relation to full loads as shown on quotation).
12. **WORKING HOURS** - The company reserves the right to make a charge equal to the reasonable additional costs incurred as a result of its making deliveries outside its normal working hours, which are as follows:- Monday – Friday 07:30-17:30, Saturday 07:30-12:00.
13. **QUANTITY** - This quotation is based on the sale of the approximate quantity of concrete which the customer has informed the company that they will require.
14. **PRICE INCREASES** - In the event of an increase in the company's costs the company reserves the rights to increase its prices.
15. **ACT OF GOD, ETC** - Notwithstanding any agreement reached pursuant to Clause 1 the company shall not be liable for damages for delay in delivery caused by Act of God, by force majeure, by war, by riot, by civil commotion, by military or usurped power, by government order direction or legislation, by fire, by accident, by strike, by industrial action short of a strike, by lockout, by adverse weather conditions, by delays to transport or by any other matter whatever over which the company has no control.
16. **WAIVER OF TERMS** - No waiver or variation of these conditions shall be effected unless confirmed in writing by a Director of the company.
17. **CONFLICTING TERMS** - Any other terms or conditions which the company may seek to introduce (whether before or after the date of this quotation) shall be of no effect and an order for or an acceptance by the customer or a delivery to which this quotation refers shall be deemed to be on the terms of this quotation and not otherwise.
18. **CAUTION - WET CONCRETE CAN CAUSE SERIOUS BURNS TO THE SKIN & EYES.** To avoid this, minimise contact with cement or concrete e.g. wear full protective clothing. Where contact occurs, whether directly or through saturated clothing, WASH THOROUGHLY IMMEDIATELY. Please ensure that this warning is brought to the attention of all persons handling wet concrete.