

London Quality Concrete Limited: Standard Conditions of Sale

The Buyer's attention is drawn in particular to Conditions 7 (Quality) and 8 (Limitation of Liability).

1. DEFINITIONS

“Buyer”: The person or company whose order for the Goods is accepted by the Company in accordance with these Conditions;

“Company”: London Quality Concrete Limited;

“Conditions”: These conditions of sale and any variation of them which is agreed in accordance with these Conditions;

“Contract”: The contract between the Company and the Buyer for the sale and purchase of the Goods;

“Goods”: The goods which the Company is to supply under this Contract in accordance with these Conditions.

2. BASIS FOR SALE

2.1 These Conditions (and any additional terms contained in the quotation and/or mix design supplied by the Company) apply to all sales of the Goods to the exclusion of all other terms and conditions. No terms or conditions written upon, delivered with, or contained in the Buyer's purchase order, specification, or similar document will form part of the Contract. No variation or addition to these Conditions (including the Buyer's own terms) is effective unless expressly confirmed in writing by a director of the Company.

Acceptance of delivery of the Goods or any quantity of them shall be deemed to be acceptance by the Buyer of these Conditions.

2.2 Each order for the Goods by the Buyer to the Company is deemed to be an offer by the Buyer to purchase the Goods subject to these Conditions and shall be accepted by the Company on the earlier of issuing an acknowledgment of order or delivering the Goods. No Contract will come into existence until the Company accepts the order by either sending an acknowledgment of order to the Buyer or (if earlier) delivering the Goods.

2.3 The Company reserves the right to charge the Buyer an additional charge where (i) delivery of Goods is required by the Buyer outside the Company's normal working hours; (ii) delivery of the Goods is required in part loads rather than full loads; (iii) if the delivery vehicle is unable to discharge its load within 30 minutes of arrival at Buyer's site; or (iv) Buyer purchases quantities of the Goods which are substantially different from any quantity specified in the quotation.

2.4 The Buyer is wholly responsible for ensuring the accuracy of the terms of any order and any applicable specification. Any recommendation or suggestion relating to any use, storage, or handling of the Goods made by the Company either in sales and technical literature or in response to a specific enquiry or otherwise is given in good faith but it is strictly for the Buyer to satisfy itself of the suitability of the Goods for its own particular purposes and the Buyer accepts it does not rely on any such recommendation, suggestion, or representation.

2.5 The quantity, quality, description, and specification of the Goods shall be those set out in the Company's quotation, otherwise as set out in the conveyance note at delivery. The Company reserves the right to change the source of materials and the type and dosage rate of any admixtures and additives, from those set out in the quotation.

2.6 If the Buyer varies, cancels, or refuses to accept delivery of an order then the Buyer shall pay all additional costs that may be incurred by the Company. The Buyer accepts the Company's cancellation policy and charges stated in the quotation. In respect of concrete, where a cancellation instruction is received by the Company after batching has started, the Buyer shall pay the Company for the concrete in full plus a charge for safe disposal. If the buyer cancels the requested order without giving two business days notice prior to the delivery date, the company shall charge the late cancellation charges as per the invoice.

3. DELIVERY

3.1 Delivery of the Goods shall take place either on discharge into the Buyer's vehicle at the Company's premises or on discharge from the Company's vehicle at the Buyer's site or as otherwise agreed by the parties. The Buyer shall comply with the Company's site policies.

3.2 The Buyer must provide safe, adequate access to the point of discharge of the goods, including adequate manoeuvring space for the delivery vehicle and ensuring the Company's employees and/or agents are safe. Failure to comply shall entitle the Company to refuse to make delivery and to charge the Buyer for any costs and/or losses incurred. The Buyer shall provide adequate washout facilities if required for the Company's vehicle.

3.3 The Buyer shall indemnify the Company and its employees, drivers, and agents against any damage or injury caused by the acts and/or omissions of the Buyer, its employees, sub-contractors, or agents while the delivery vehicle is present on or accessing the Buyer's site or while the Buyer is collecting the Goods from the Company's site. On any delivery, the Buyer (i) satisfies itself as to the condition of the Goods; (ii) allows unhindered delivery of the Goods; (iii) signs the delivery note or for a sign glass device, the Buyer

accepts the time stamp and geo code stamp will be conclusive evidence of acceptance of delivery; (iv) signs any record produced by the Company or its drivers in respect of any delay after the arrival of the Goods at the Buyer's site, including standing time, or other records; failing which or if the Company is unable to deliver the Goods on time because of the Buyer's default then (a) the Goods will be deemed to have been delivered; and (b) the Company may store the Goods until delivery whereupon the Buyer will be liable for all related costs and expenses (including without limitation storage and insurance).

3.4 Delivery times or dates specified by the Company are estimates only and the Company shall not be liable for any damages or losses arising out of failure to meet such date or time.

4. RISK AND TITLE

Risk in the Goods shall pass on delivery as provided by these Conditions. Ownership of the Goods shall not pass to the Buyer until the Company has received in full all sums due to it in respect of the Goods. If the Buyer fails to pay the contract price by the due date, the Company shall be entitled to enter the Buyer's site to recover the Goods and the Buyer shall indemnify the Company against all and any costs incurred in so doing.

5. PRICE

5.1 The price payable for the Goods shall be the price stated in the quotation or the Company's applicable prices at the date of delivery where no quotation is given. The price quoted for the Goods is exclusive of any value-added tax. The Buyer shall pay any such VAT or any other form of taxation imposed from time to time on the Goods. The Buyer agrees the price is confidential and will not disclose it to third parties, except its professional advisers, agents, and representatives.

5.2 The price in any quotation may be varied by the Company at any time upon giving written notice (including by email), applicable to all orders delivered after the date specified in the notice.

5.3 The Company and the Buyer agree the Company may increase the price stated in any quotation by such additional amount to reflect any (i) increase and/or change in or introduction of any duties, tariffs, taxes, allowances, charges, and/or levies which have the effect of increasing the Company's and/or its supply chain's costs; and/or (ii) change in applicable law which has the effect of increasing the Company's and/or its supply chain's costs. Such increase shall be in addition to the price stated in the quotation and the Buyer shall have no right of cancellation or termination due to any such

increase. The Company shall have no liability to the Buyer for any losses, costs, and/or damages suffered by the Buyer as a result of such increase to the price.

6. PAYMENT

6.1 The Company must receive payment for the Goods in cash upon delivery. The Company may refuse (under this Contract or other contracts with the Buyer or its associated companies) to accept or complete any order, suspend supplies, impose special conditions, or cancel the Contract if (i) the Buyer's credit limit is or will be exceeded on delivery; or (ii) where the Buyer fails to comply with these Conditions; or (iii) the Buyer, in the reasonable opinion of the Company, is unable to pay and/or stops or suspends payment of, any of its debts as they fall due or is in financial distress; or (iv) the Buyer is subject to any form of insolvency procedure.

6.2 In the case of late payment, the Buyer shall pay the Company interest on the net payment due at the rate set by the current order pursuant to section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 (or any re-enactment thereof), late payment compensation, late payment interest, reasonable costs, charges, and expenses incurred by the Company enforcing its rights.

6.3 Whether in relation to this Contract or other contracts between the parties, the Buyer shall not have any right of set-off, counterclaim, discount, abatement or otherwise, nor to withhold any payments due to the Company in the event of any dispute. The Company shall be entitled to set off without notice any liability of the Buyer to the Company against any liability of the Company to the Buyer, under this Contract or any other contract between the Company and the Buyer.

6.4 All sums payable to the Company by the Buyer in respect of any Goods delivered by the Company to the Buyer, shall become due immediately upon the occurrence of any event listed in condition 6.1 (iii) hereof, or, on termination of the Contract, on commencement of legal or dispute resolution proceedings against the Buyer or upon any failure by the Buyer to make payment for the Goods by the due date for payment.

6.5 In the event of any breach of these Conditions by the Buyer, or dispute between the parties relating to this Contract or any other contract between them, the Company shall be entitled to suspend, withdraw, or terminate any discount or rebate agreement between the Parties, affecting this Contract or any other contract between them.

7. QUALITY 7.1 The Company warrants that the quality of the Goods shall be in accordance with the mix design provided by the Buyer or as specified in the quotation (where the Company is providing mix design). The Buyer accepts that (i) concrete in its plastic state may exhibit different workability and flow characteristics from the stated target workability, flow or consistency; (ii) the quantity of water added may be adjusted as required during transit or on site by the Buyer or its agents to achieve the required consistence class; (iii) the Goods are natural products, and as such, can vary in colour and texture, and the Company shall not be liable to the Buyer in relation to any variation in color or texture. For the avoidance of doubt, the Company warrants that the Goods will conform to the quotation.

7.2 The Buyer shall be deemed to have accepted the Goods if it fails to reject them within 30 minutes of delivery. The Buyer must check the Goods, including consistency and workability, slump, and other properties and whether the Goods comply with the quotation and/or specification, immediately upon delivery. The Company's liability is excluded if the Buyer fails to reject Goods within 30 minutes of delivery, or fails to provide proof of rejected Goods. If Goods are rejected the Buyer shall identify those Goods and notify the Company, which shall use its reasonable efforts to provide a replacement.

7.3 The Buyer must test the Goods for conformity, quality, and suitability within 7 days of delivery in accordance with British Standards.

7.4 The Company's liability for defective Goods shall be limited to replacement of the defective Goods or refunding the purchase price.

8. LIMITATION OF LIABILITY

8.1 The Company's liability to the Buyer, howsoever arising, whether in contract, tort, or otherwise, shall not exceed the value of the defective Goods.

8.2 The Company is not liable for: (i) any loss or damage of whatsoever nature arising out of the use or supply of the Goods; (ii) loss of profits, business, goodwill or any other indirect or consequential loss or damage; (iii) any act or omission of the Buyer, its agents or employees.

8.3 The Company shall not be liable for delay in delivery, for loss or damage caused by any event or circumstance beyond its reasonable control, including but not limited to war, flood, fire, strike, industrial action, breach of contract, accident, adverse weather conditions or other force major event.

8.4 All warranties, conditions or terms implied by statute or common law are excluded to the fullest extent permitted by law. The Company's only liability in relation to the Goods is as expressly set out in these Conditions.

8.5 Nothing in these Conditions shall exclude or limit the Company's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or any other liability which cannot be excluded by law.

9. ASSIGNMENT

The Buyer shall not assign, transfer, or sub-contract any of its rights or obligations under the Contract without the prior written consent of the Company. The Company may assign or transfer its rights and obligations under the Contract to any person or entity, including any affiliate of the Company.

10. GENERAL

10.1 The Contract constitutes the entire agreement between the parties relating to its subject matter and supersedes any previous agreement or understanding between the parties.

10.2 If any provision of these Conditions is held to be invalid or unenforceable, it shall be deemed to be severed from the Contract and shall not affect the validity or enforceability of the remaining provisions.

10.3 No waiver by the Company of any breach of these Conditions by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.4 The Contract shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

10.5 Any notice or other communication given to a party under or in connection with this Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service to its registered office or principal place of business or sent by email to the email address notified by the party.

11. THIRD PARTY RIGHTS

No person who is not a party to this Contract has any right to enforce any term of this Contract.