

#### CONDITIONS OF SALE

1. These terms and conditions apply to all sales by us (the Company) and any variation or additional terms must be expressly confirmed in writing by the Company.
2. Quotations remain open until written acceptance but may be withdrawn if written acceptance has not been received by the Company within 30 days of quotation.
3. The Company may at any time before written acceptance is received increase the price specified in the quotation given by written notice to the Customer. After acceptance of the quotation, 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. In either case, the increased price shall apply to all orders for goods delivered after the date specified in the notice. Even where a quotation states that prices are fixed, the Company may increase prices in accordance with this condition after one year from the date of issue of any fixed price quotation. Where the quotation is for more than one load, the order for each load shall be treated as a separate order.
4. Additional charges will also be made:
  - (a) If supply of goods is required outside the Company's normal working hours, or
  - (b) If delivery is required in part loads rather than full loads
  - (c) If for any reason the delivery vehicle is unable to discharge its load within thirty minutes of arrival at the Customer's site.
5. The Customer must provide safe and adequate access to the point of discharge of the goods, including adequate manoeuvring space for the delivery vehicle. Failure to comply may result in the Company refusing to make delivery and charging the Customer with all the costs incurred.
6. 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 the delivery vehicle.
7. The Customer, his authorised employee or agent must promptly:
  - (a) Accept delivery of the goods when they arrive on the site.
  - (b) Inspect the goods when they are discharged.
  - (c) Sign the delivery note.
  - (d) Sign the record of any delay after the arrival of the goods on site, standing time, authorised day work or other records.
  - (e) Authorise any addition to the concrete of water or of any other materials by recording it on such delivery note.
8. Where there is any complaint about the quality or quantity of the goods, the Customer must:
  - (a) Phone the office from which the goods were ordered on the day of delivery.
  - (b) Confirm the complaint in writing to the Company's Head Office within one week.
  - (c) Allow the Company all reasonable facilities to enable it to investigate any such complaint promptly and to advise the Customer of any remedial action which may be appropriate.
9.
  - (a) The risk in the goods 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 or other container.
  - (b) The Company shall not be responsible for failure to comply with a specification by reason of a temperature reduction in the materials supplied where there has been any delay in the discharge of materials.
  - (c) Concrete must be discharged within two hours of batching (or such lesser time as is required by any particular specification) 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.
  - (d) The Company will accept no responsibility for the workability, strength or quality of its concrete if the Customer shall have 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 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 tolerances of that specified in the quotation.
  - (e) MORTAR SITE PRACTICE. Bricks or blocks should not be used when frosted or saturated with water and whilst the presence of air in Smiths Mortar gives improved resistance to frost attack, it is advisable to take adequate precautions against the action of frost in the finished work. Mortar should be covered while in the containers to reduce the effects of the weather.
  - (f) MORTAR CONTAINERS. Mortar containers remain the property of the Company at all times unless specifically purchased by the Customer. The Company will charge Customers for any remedial work required to containers caused by damage while in the Customer's possession. Containers will be charged at their value if lost or damaged beyond repair. The Company reserves the right to remove containers should regular purchases of mortar not be made. The use of Company owned containers for any other purpose than holding and distributing Smiths mortar is prohibited.
10.
  - (a) The Customer shall give timely advance notification of his delivery requirements.
  - (b) 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 or order by the Company. If the Customer is unable to provide tipping facilities for excess or rejected material, the Company may carry out disposal and the Customer shall pay the full delivered rate for the materials, a disposal charge, and any additional mileage or other costs incurred by the Company.
11. Goods sold by the Company shall be the type, description and/or specification as shown on the delivery note or the 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. 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. Save as aforesaid and save in respect of death or personal injury caused by the negligence of the Company or its agents, 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 the 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 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 and on the basis that the Company is the supplier and not user of the goods.
14. Payment for the goods supplied must be received by the Company not later than the 28th day of the month following the month of supply of the goods. If (a) as a result of making a delivery the Customer's credit limit would be exceeded or (b) 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) to accept or complete any order, suspend supplies or impose such special payment terms or other conditions as the Company deems appropriate. In the case of late payment the Customer shall pay the Company interest on the net payment due at the rate of 4% per annum above the base rate charged by Barclays Bank PLC from time to time calculated from the date payment was first due until the date when payment has been received by the Company.
15. Property in the goods shall pass to the Customer when the Company has received actual payment for the goods.
16. 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 materials, 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 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.
17. The Customer shall not have a right of set-off 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.**