



Terms and Conditions of Sale

- | | |
|--------------------------|---|
| Basis of Supply | 1. Any quotation supplied by Dudman Group of Companies (the "Company") represents an offer from the Company to sell products and services. Contracts will be formed each time the Customer orders products and services and agrees either the time of delivery or the way in which such time is to be settled. The Company reserves the right to reject an order received later than thirty days after the date of the Quotation. |
| Access for Delivery | 2. The Customer shall provide and clearly indicate to the Company a safe and proper route from the Adopted Metalled Highway to the discharge point and the Customer shall indemnify the Company (both for 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. The Company does not accept a verge or footpath as being within the definition of Adopted Metalled Highway. Any vehicle ordered off the Adopted Metalled Highway which causes either damage to or the vehicle requires any type of recovery assistance the Customer accepts full liability and all costs of all such events. All reversing vehicles are to be supervised by a nominated representative on site together with also accepting responsibility and receipt of products and services on site. |
| Delivery Dockets | 3. In respect of each delivery, the Customer shall ensure that an authorised person will by signing the delivery docket:- <ul style="list-style-type: none">a. acknowledge that the description set out on such delivery docket (in the case of concrete, the mix) describes the products and services required by the Customer, and initial receipt with time of Truck arrival on site on the ticket where shown;b. In the case of a Concrete delivery, authorise any addition to the concrete of water or of any other materials by signing for the recording of such events on the delivery docket;c. confirm the times of completion of discharge/delivery;d. acknowledge receipt of such delivery completed and time of the truck leaving site. |
| Variation of Description | 4. Where the Company complies with a request from the Customer or from a person reasonably believed by the Company to be acting on the Customer's behalf for a variation in an order |



placed and/or in the case of concrete in the mix description of a delivery the Customer shall accept any consequential variation in the properties and/or constituents of such delivery and any additional cost resulting.

Strength, Concrete, Testing etc. 5. A reference to concrete strength class is (unless otherwise agreed in writing) a reference to comprehensive strength assessed:-

- a. 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;
- b. and by carrying out (also in accordance with BSEN 12390) comprehensive test on such cubes;
- c. 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. All customers requesting testing will be charged.

Express Terms

6. In respect of concrete 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.

Breach of Contract

7. 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 products, services and/or concrete to correspond with the mix description or any variation of it which may have been incorporated into any such contract:-
- a. immediately after the time when such a breach is first suspected the Customer shall give the Company a written notice within 24 hours of such claim which includes the reasons for suspecting such a breach and a description of the precise position in which the goods in question (including concrete) were placed; and any such notice shall in any event be given within seven days after the delivery of the goods (including 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
 - b. 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);
- c. 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;
 - d. 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 product(s) in question in situ and to investigate and to advise on any remedial action;
 - e. within six calendar months after an initial claim made and recorded, any delivery or within any 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;
 - f. the Customer shall establish that such a breach has occurred;
 - g. the Customer must continue to pay outstanding invoices in accordance with the payment terms agreed and not withhold payment if a dispute arises. Any claim must be made in accordance with terms herein and matters relating to Product Liability will be referred to the Company's insurers.

The Company will not accept any claims that do not conform to the Terms and Conditions laid out herein. In addition the Company will not accept any costs or retrospective claims where it is prevented from mitigating its position in any way or that the Company is not consulted until after the event where a claim is then made.

Liability

8. Where the Customer does not act in accordance with Clause 7 any 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 7 the Company's liability in respect of any such breach shall be limited to the direct costs which would necessarily be incurred by the Customer 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 7 or otherwise). If the defect in the goods should have been revealed by examination on



	<p>delivery, the Company's responsibility in respect of such defect shall be limited to the delivery of a fresh supply of the goods.</p>
Ownership of products	<p>9. The ownership of any product including concrete supplied by the Company 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. The placement, management, curing and protection of product where applicable is the full responsibility at all times of the Customer. TITLE of the product including concrete only transfers when all accounts are paid by the Customer or Beneficiary in full to the Company. Until payment in full is received, the Company has full retention of title to all products including concrete. In the case of the Customer being a subcontractor, it is the responsibility of the Customer to inform their customer and/or main contractor of these Terms and Conditions. By the Customer agreeing to these Terms and Conditions, the Company has the right to notify Beneficiaries of these Terms and Conditions.</p>
Credit	<p>10. Any credit facility allowed to the Customer by the Company may be altered or withdrawn at any time. No further deliveries can be made where the credit limit agreed has been reached. Further deliveries on account payment will be required to cover the value of any such deliveries.</p>
Waiting Time	<p>11. 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 period of thirty minutes acceptance and discharge time. Thereafter "Waiting Time" shall be charged at the rate quoted. In the event a discharge of the concrete delivery is not disclosed at any time to be done by wheelbarrow on site, all time after 15 minutes shall be deemed standing time for both Truck and Plant operations and be charged accordingly.</p>
Part Loads	<p>12. The Customer shall pay a "Part Load" charge in respect of any unfilled capacity of ANY truck making a delivery (in relation to full loads as shown overleaf) by truck capacity.</p>
Working Hours	<p>13. 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 7.30 am-5.00 pm, Saturday 7.30 am-12.00 noon. All increased daily orders shall have overtime rates per metre added if applicable. The costs are detailed on every quote.</p>
Quantity	<p>14. Quotation are based on the sale of the approximate quantity of goods (including concrete) and level of service which the Customer has informed the Company that they will require.</p>



Where any concrete is knowingly required to be discharged into wheelbarrows, this must be declared before pricing otherwise our standard additional cost of £30.00 per metre for wheelbarrow unloading shall be applied regardless.

Price Increases	15. In the event of an increase in the Company's costs the Company reserves the right to increase its prices at any time.
Act of God, etc	16. Notwithstanding any agreement reached pursuant to Clause 1 the Company shall not be liable for damages resulting in a delay to 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.
Waiver of Terms	17. No waiver or variation of these Conditions shall be effected unless confirmed in writing by a Director of the Company.
Conflicting Terms	18. 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.
Ordering	19. A minimum 24 hours notice is requested for all deliveries. All times requested or given are estimated times and are at no time guaranteed. The Company accepts no consequential losses of any kind for time delays, breakdown, weather or primary materials supplies. Any orders accepted within 24 hours are by agreement between customer and supplier. An order increased on the day will be classed as another new order and any additional costs incurred to serve the additional order shall be passed on.
Provisional Orders	20. Provisional orders will only be accepted and treated as reserve transport slots until noon of the preceding day before delivery. If no confirmation is received and order placed, this detail will be struck from the record and the capacity made available to all other customers. There will be no provisional orders accepted for same day confirmation and then same day delivery.
Cancelled Orders	21. Any orders cancelled on the day of delivery by Customers, the Company reserves the right to charge for all uncarried meterage at the costs quoted for all Truck and Plant standing time.
Conformity	22. The Declaration of Conformity made on the company's delivery docket does not apply to: <ul style="list-style-type: none"> i. Aerated Concrete ii. Foamed Concrete iii. Concrete with open structure ("no fines" concrete)



- iv. Concrete with a density less than 800kg/m²
- v. Mortars
- vi. Sand/cement screeds
- vii. Slurries
- viii. Where extra water has been added at Customer's request

Concrete Pump Orders	23. All orders for first a.m. delivery shall be sent from the Plant and no delays to the daily schedule shall be accepted waiting for confirmation that the pump has arrived on site. Any delays incurred will result in standing time being charged for all Trucks and Plant together with all concrete produced both on site or in transit.
Health & Safety Warning	24. Safety: Ready Mixed Concrete/ PFA can cause injury by burning. Suitable protective clothing must be worn at all times. Clothing contaminated by wet cement, wet concrete or wet mortar should be removed immediately and washed before re-use. If contact is made with the skin the affected area must be washed immediately with plenty of clean water. Seek medical advice after eye contact. PFA: Avoid breathing dust. Keep out of the reach of children. 25. Risks: Risk of serious damage to eyes. Contact with wet concrete or wet mortar may cause irritation, dermatitis or burns.
Terms of Payment	26. Strictly as displayed on the face of the invoice. A service charge of 1.5% per month may be charged on overdue accounts.

THESE TERMS & CONDITIONS ARE THE TERMS AND CONDITIONS UNDER WHICH THE COMPANY SUPPLY GOODS AND SERVICES. ANY FURTHER CONDITIONS THAT THE CUSTOMER MAY WISH TO IMPOSE ON THE COMPANY AT THE TIME OF PLACING AN ORDER OR AT ANY TIME MUST FIRST BE AGREED IN WRITING WITH THE COMPANY. IF THE COMPANY SUPPLY GOODS RELYING ON AN ORDER PLACED BY A CUSTOMER CONTAINING FURTHER TERMS AND CONDITIONS NOT AGREED WITH THE COMPANY IN WRITING THESE EXTRA TERMS AND CONDITIONS SHALL NOT BE BINDING ON THE COMPANY. GOODS AND SERVICES ARE SUPPLIED BY THE COMPANY UNDER THE COMPANY'S TERMS AND CONDITIONS ONLY UNLESS OTHERWISE AGREED IN WRITING