

HEIDELBERG MATERIALS UK CEMENT 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 Seller in accordance with these Conditions; "Conditions": these conditions of sale and any variation of them which is agreed in accordance with these Conditions; "Contract": the contract between Seller and Buyer for the sale and purchase of the Goods; "Goods": the goods (or any part thereof) to be supplied by Seller to Buyer under the Contract; "Seller": Heidelberg Materials UK Cement (a trading name of Castle Cement Limited (registered number 2182762) and its group of companies).

2 BASIS FOR SALE

2.1 These Conditions 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 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 Seller. In the absence of such express confirmation in writing, acceptance of delivery of the Goods or any quantity of them shall be deemed to be acceptance by Buyer of these Conditions.

2.2 Each order for Goods by Buyer to Seller is deemed to be an offer by Buyer to purchase the Goods subject to these Conditions and shall be accepted by Seller on the earlier of issuing an acknowledgement of order or delivering the Goods (subject to later confirmation by the Company of the delivery date). No Contract will come into existence until such acceptance by Seller.

2.3 It shall be the responsibility of Buyer to establish the accuracy of the order and any applicable specification including in particular establishing the correct proportions in which the Goods are to be mixed in the production of any other material. Seller's employees and/or agents are not authorised to make any representation concerning the Goods unless confirmed by Seller in writing.

2.4 The quantity, quality, description and specification of the Goods shall be those set out in the quotation or stated on the conveyance notes at delivery. Seller may change the source of materials at any time.

3 DELIVERY

3.1 Delivery of the Goods shall take place either on discharge of the Goods into Buyer's vehicle at Seller's site or on discharge from Seller's vehicle at Buyer's site or as otherwise agreed by the parties. Any dates quoted for delivery of the Goods are an estimate only and the Company may change the delivery date after it has issued an order acknowledgment. Seller shall not be liable for any damages or losses arising out of failure to meet such time period or date. If Seller has not given a date, then delivery will be within a reasonable time. Goods may be delivered by Seller in advance of the quoted delivery date upon giving reasonable notice to Buyer. Seller shall be entitled to defer delivery until any monies due from the Buyer have been received. Slipsheets or pallets on which bagged Goods may be supplied are not returnable.

3.2 Where Goods are to be delivered by Seller to Buyer's site: (i) Buyer shall at all times ensure, at its own expense, that suitable unloading, stacking and storage facilities (as appropriate) are available as and when required at the specified delivery point, and Buyer shall provide all necessary manpower or equipment to safely off-load the Goods including adequate manoeuvring space for the delivery vehicle and ensuring the Seller's employees and/or agents are safe on the Buyer's site; (ii) Buyer agrees to ensure prompt unloading, turn round and re-despatch of all vehicles and to pay Seller for any related delay in accordance with Seller's waiting time charges set out in the quotation; (iii) unloading of Goods will be at Buyer's risk, in accordance with Buyer's or other receiver's instructions and Seller shall not be responsible for ensuring that (a) unloading is into the required storage space; (b) the storage space available will accept the amount delivered; and (c) the structure, filtration and venting (where appropriate) of such space is adequate and in good repair and working order; (iv) Seller reserves the right to refuse to unload Goods if the driver of Seller's delivery vehicle believes that Buyer is in breach of its responsibilities under this condition 3.2; (v) Buyer shall be responsible for and shall indemnify and hold Seller harmless for failure to comply with this condition 3.2. Seller may charge Buyer any costs, losses or expenses incurred (including the cost of any Goods remaining undelivered) as a result of any such failure to deliver all Goods or any other failure of the Buyer to comply with this condition 3.2; (vi) no claims for damage to or loss of Goods in transit or for shortage on delivery may be made unless Buyer gives notice in writing to Seller within 3 days of the date of delivery and in the event of a claim for shortage, returns the consignment in question for reweighing. Notwithstanding the foregoing, Seller's lorries will be weighed on return to Seller's works and if it is found that the full quantity ordered by Buyer has not been discharged through no fault of Buyer, the weight shown on Seller's delivery note will be adjusted and the actual quantity delivered will be invoiced; (vii) on delivery Buyer must (a) satisfy itself as to the condition of the Goods; (b) sign the delivery note or in the case of delivery using sign on glass, Buyer accepts the time stamp and geo code stamp will be conclusive evidence of acceptance of delivery; (c) sign any record produced by Seller or its drivers in respect of any delay after the arrival of the Goods at the relevant point of delivery, standing time, authorised day work or other records; (viii) if for any reason Buyer fails to take delivery of the Goods, or fails to give the Seller appropriate delivery instructions, documents or authorisations at the time stated for delivery then, without prejudice to any other right or remedy available to Seller, Seller reserves the right to terminate the Contract and sell the Goods to a third party; the Goods will be deemed to have been delivered; and Seller may charge delivery and administrative costs up to a maximum of 50% of the Contract price for the Goods; and (ix) the quantity of Goods recorded by Seller upon despatch shall be conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence to the contrary.

3.3 Where Buyer is responsible for collecting Goods from Seller's site: (i) Buyer shall ensure that its vehicles and receptacles shall be safe, suitable and proper in all respects for receiving and transporting Goods and operated whilst on Seller's site in a safe manner in accordance with Seller's instructions. Buyer shall comply with all Seller's site policies and procedures from time to time; (ii) Seller reserves the right to refuse any vehicle entry to its premises to collect Goods or require that the vehicle be removed from its premises if Buyer defaults in respect of condition 3.3(i); (iii) Seller shall not be liable to Buyer and Buyer indemnifies Seller fully in respect of any loss of or damage of whatever nature to the Goods, to any property of Seller, or in respect of any injury, caused by or arising out of the acts and/or omissions of Buyer, its employees, sub-contractors or agents or in connection with the state or condition of Buyer's receptacle or vehicle.

3.4 Where Seller has accepted an order and the Buyer subsequently cancels it, each cancellation shall only be accepted at the discretion of Seller and in any case on condition that Buyer shall compensate Seller for all losses, costs and expenses whether direct or indirect incurred by Seller by reason of such cancellation and, if Seller is unable to sell Goods elsewhere at a price equal to or greater than the Contract price, Buyer shall be liable to pay to Seller the difference between the Contract price and the price at which Seller actually sells Goods elsewhere.

3.5 Seller may immediately cancel the Contract as to any current or future deliveries or change the quantity of Goods to be delivered or delivery date, without any liability to the Buyer where (i) Buyer breaches these conditions (whereupon Buyer shall compensate Seller for all losses, costs and expenses incurred by it by reason of such cancellation), or (iii) in exceptional circumstances when the Company has insufficient Goods to supply the order in full

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 Buyer until Seller has received in full all sums due to it in respect of the Goods. If Buyer fails to pay the contract price by the due date, Seller may enter the Buyer's site to recover the Goods and Buyer shall indemnify Seller against all costs incurred in so doing.

5 PRICE

5.1 The price payable for the Goods shall be the price specified in the quotation or Seller's applicable prices at date of delivery if no quotation is given. Prices are subject to any price variations made by Seller in writing (including by email) before or after issue of the quotation or during the term of any Contract. The Buyer agrees the price is confidential and will not disclose it to 3rd parties, except its professional advisers, agents and representatives.

5.2 Prices set out in a quotation (prior to any order or Contract) are for a standard volume of Goods which is shown on the quotation. They do not include any adjustment for shrink wrapping, waiting time or where the amount of Goods ordered varies from such standard load or multiples thereof, and the rates for which are shown on the quotation. In addition, a premium will be payable in respect of deliveries on Saturday afternoons, Sundays and Bank Holidays or outside normal working hours, as set out in the quotation. Delivery and packing costs (with the exception of shrink wrapping) will automatically be included in the gross invoice price which shall be shown on the invoice. Charges for shrink wrapping (where requested) will be added to the invoice as per the rate set out in the quotation.

5.3 Prices quoted are exclusive of VAT. Buyer shall pay any such VAT or other form of taxation imposed from time to time on the Goods.

5.4 Seller and Buyer agree Seller 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 Seller's and/or its supply chain's costs;

and/or (ii) change in applicable law which has the effect of increasing Seller's and/or its supply chain's costs. Such increase shall be in addition to the price stated in the quotation and Buyer shall have no right of cancellation or termination due to any such increase. Seller 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 Payment for each consignment invoiced shall be made by Buyer in full in cleared funds on or before the last day of the calendar month following the month the Goods were despatched or should have been despatched but for the act or default of Buyer. Time of payment is of the essence and Seller shall be entitled without prejudice to any other rights to charge interest on the full payment due at the rate set by the then current order made in accordance with section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 (or any re-enactment of that section made from time to time), late payment compensation, late payment interest and reasonable costs, charges and expenses incurred by the Company enforcing its rights. Seller may refuse to accept or complete only order, suspend supplies, impose special conditions or cancel the contract where Buyer wishes to pay in cash.

6.2 If payment by Buyer is overdue or Seller has commenced proceedings against Buyer then, notwithstanding an agreed credit period, immediate payment in full shall be due for all Goods supplied by Seller to Buyer.

6.3 Notwithstanding any agreed credit period, all payments payable to Seller under the Contract shall become due immediately upon the occurrence of any event set out in condition 6.3 (a) or (b) hereof or upon termination of the Contract. If Buyer (a) fails to make any payment due under the Contract; (b) if the Buyer in the reasonable opinion of the Seller, is unable to pay and/or stops or suspends payment of, any of, its debts as they fall due or is in financial distress; and/or (c) suffers an event of insolvency; then, without prejudice to any other right or remedy available, Seller shall be entitled to cancel the contract or suspend any further deliveries to Buyer.

6.4 Buyer shall not be entitled to set off against any monies which Buyer owes to Seller any sums which Buyer claims Seller owes to Buyer under this Contract or any other. Seller shall be entitled to set off without notice any liability of Buyer to Seller against any liability of Seller to Buyer, whether arising under this Contract or any other contract between Seller and Buyer.

6.5 If Buyer breaches these Conditions, or the parties are in any form of dispute, Seller 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.

6.6 If Buyer buys Goods from Seller through any type of buying organisation, then in ordinary trading circumstances the buying organisation's payment terms will take precedence over Condition 6 of these Conditions. However, in the event of Insolvency of the buying organisation, any debt which remains outstanding for Goods supplied by Seller to Buyer which Buyer has not made a payment in respect of to the buying organisation, shall become a debt due to Seller and Condition 6 of these Conditions shall apply so Seller may pursue Buyer directly for recovery of any such amounts.

7 QUALITY

7.1 Seller warrants the quality of Goods shall be in accordance with the specification quoted by Seller; however Seller shall have no liability in respect of any minor deviations from any specification if the Goods are still compliant with applicable regulations or an independent expert has opined that the Goods are still suitable for uses appropriate with such specification. Without prejudice to the foregoing (a) Seller cannot guarantee that there will not be variations in the characteristics of Goods between one consignment and another (including, without limitation, variations in colour) and Seller shall not be liable in respect of such variations; and (b) Seller shall not be liable in respect of any defects in Goods caused by the addition of other materials to Goods by Buyer or on behalf of Buyer.

7.2 Subject to Conditions 7.3 and 8, where Goods supplied by Seller are proved to be defective or otherwise not in accordance with the Contract (Defective Goods): (a) Seller will at its sole discretion either: (i) replace the Defective Goods as promptly as practicable; or (ii) refund the price paid for the Defective Goods; and (b) Seller shall reimburse Buyer the cost of physically removing the Defective Goods, as stated subject always to the limitations in Conditions 7.3 and 8 below. Buyer shall be under a strict duty to mitigate and minimise the adverse consequences, damages, loss, costs and expense arising from the supply of Defective Goods.

7.3 In any event Seller shall be under no liability under Condition 7.1 for any defect or failure in the Goods unless Buyer (a) notifies Seller of the alleged defect or failure in writing within 14 days from the date of delivery or collection or (where the defect or failure was not apparent on reasonable inspection at the time of delivery) within 14 days of the time when the defect or failure ought reasonably to have been discovered; and (b) allows Seller all reasonable facilities to investigate any such defect or failure promptly and to advise Buyer of any remedial action which may be appropriate; and (c) follows any reasonable remedial action recommended to it by Seller; and (d) provides documentary evidence satisfactory to Seller that the Goods do not meet the applicable specification. If Goods are known by Buyer to be outside of specification or the terms of any order, in no circumstances shall Seller be liable for costs or liabilities relating to continuance of works, or further constructions, which shall be at the sole risk of Buyer.

7.4 Seller shall be under no liability in respect of any breach of warranty if (a) Buyer makes any further use of the Goods after giving notice under Condition 7.3; (b) the defect in the Goods arises from any specification or instructions supplied by Buyer; or from fair wear and tear, wilful damage, negligence on the part of Buyer or its servants, agents or employees, abnormal working conditions, failure to follow Seller's instructions whether oral or in writing (or if there are none, good trade practice) or misuse or alteration of the Goods without Seller's approval; (c) Buyer fails to carry out any reasonable remedial action recommended by Seller; or (d) unless Buyer can produce documentary evidence satisfactory to Seller that the Goods do not meet the applicable specification.

7.5 Bespoke Goods shall be supplied in accordance with Buyer's instructions and specification and no other warranty is given in respect of them.

7.6 Seller may offer assistance to Buyer in the form of product literature and/or technical advice in relation to matters including (without limitation) choice of goods and mixing proportions but accepts no liability as a result of any reliance placed on this information from Buyer and this information does not form part of the Contract. Seller shall be entitled to update product literature and/or technical advice from time to time, without liability on part of Seller. Buyer does not rely on any recommendation, suggestion or representation by Seller on the use, storage or handling of the goods. Buyer to satisfy itself of the suitability of the goods for its own purposes.

7.7 No warranty or representation is given that the Goods are suitable for any particular purpose or application and all warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979 (as amended)) are, to the fullest extent permitted by law, excluded from the Contract.

7.8 Any sampling and testing shall be carried out in accordance with such British Standard or European Standard or specification as is accepted by Seller as appropriate. Compliance with such standard or specification shall be discharged by Seller at Buyer's cost at the time of supply of the Goods to Buyer and on the basis that Seller is the supplier and not the user of the Goods. Seller shall have no liability for any losses or costs due to unsuitable application, wrongful handling of the Goods or inclement weather.

8 LIMITATION OF LIABILITY

8.1 Nothing in these Conditions shall limit or exclude the liability of Seller for death or personal injury resulting from the negligence of Seller, its employees or agents or for fraudulent misrepresentation.

8.2 Save as specified in Condition 7.1 and 7.2, Seller shall not be liable whether in contract, tort (including negligence or breach of statutory duty), or otherwise to Buyer for any form of damage, loss, cost or expense whether direct, indirect, consequential, physical or economic (including but not limited to direct and indirect loss of profit and liquidated and/or unliquidated damages attributable to delay and/or disruption) which arises out of or in connection with the supply of the Goods or their use by Buyer.

8.3 The maximum aggregate liability of Seller arising out of or in connection with the supply of Goods or their use by Buyer shall (including any refund made pursuant to clause 7.2 (b) above) be limited to refunding the price of the Defective Goods. Save that in the event that such sums is less than the cost of physical removal provided for in clause 7.2 above, Seller shall be liable for the additional cost of physical removal of the Defective Goods up to a maximum of a further sum of £50,000.00. Buyer acknowledges that it bears the risk of all additional expenses, costs, losses, damages and liabilities which may be incurred. Seller strongly advises Buyer to insure against all such potential expenses, costs, losses, damages and liabilities. Should Buyer wish the Seller has a higher limit of liability this must be raised with Seller at the earliest opportunity and expressly agreed by Seller in writing.

8.4 Seller will use reasonable endeavours to inform Buyer if Seller is prevented or hindered from manufacturing, supplying or delivering the Goods due to breakdown of plant, non-availability of material, energy shortage or Triad, labour disputes, fire accident, extreme or inclement weather, transport difficulties or delays or any circumstances outside Seller's control but shall have no liability to Buyer for failure to deliver in such circumstances. Seller shall have no liability to the Buyer for failure to deliver due to the impact of COVID-19 on the Seller's business and Seller may request extra time and costs from the Buyer to deliver in such circumstances.

8.5 Seller's maximum aggregate liability for all other matters arising under, out of, or in relation to this Contract (but excluding in respect of Defective Goods), shall be limited to £100,000.

9 GENERAL

9.1 Seller uses personal data in accordance with its Privacy Policy available at www.heidelbergmaterials.co.uk.

9.2 Any notice given by either party to the other shall be in writing addressed to the party's registered office or principal place of business or such other address as may be notified to the other party.

9.3 The benefit of this Contract may not be assigned by the Buyer but is fully assignable by Seller. A person who is not a party to this Contract shall not have any rights to enforce its terms.

9.4 Any provision of the Contract held to be illegal, invalid, void, voidable, unenforceable, in whole or in part, shall be deemed severable and all remaining conditions of the Contract shall not be affected.

9.5 The Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts for any dispute in respect of these Conditions.