

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

1. DEFINITIONS

In these Conditions **"Buyer"** means the person or company whose order for the Goods is accepted by the Company in accordance with these Conditions; **"Company"** means Hanson Packed Products Limited, company number 26306; **"Conditions"** means these conditions of sale and any variation of them which is agreed in accordance with these Conditions; **"Contract"** means the contract between the Company and the Buyer for the sale and purchase of the Goods; and **"Goods"** means the goods which the Company is to supply under this Contract in accordance with these Conditions.

2. BASIS FOR SALE

2.1 These Conditions apply to all sales of the Goods to the exclusion of all other terms. 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. 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 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 acknowledgement of order (subject to later confirmation by the Company of the delivery date) or delivering the Goods. No Contract will come into existence until the Company accepts the order by either sending an acknowledgement of order to the Buyer or (if earlier) delivering the Goods.

2.3 The Buyer is wholly responsible for ensuring the accuracy of the terms of any order and any applicable specification, in particular to establish the correct proportions in which the Goods are to be mixed in the production of any other material. 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.

2.4 The quantity, quality, description and specification of the Goods shall be those set out in a quotation otherwise as set out in the conveyance note at delivery.

3. DELIVERY

3.1 Delivery of the Goods shall take place either on discharge of the Goods into Buyer's vehicle at the Company's site or on discharge from Company'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. Company shall not be liable for any damages or losses arising out of failure to meet such time period or date. If the Company has not given a date, then delivery will be within a reasonable time. The Goods may be delivered by the Company in advance of the quoted delivery date upon reasonable notice to Buyer. The Company shall be entitled to defer delivery until any monies due from the Buyer have been received.

3.2 Where Goods are to be delivered by the Company to the Buyer's site:

3.2.1 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;

3.2.2 Buyer will ensure prompt unloading, turn round and re-despatch of all transport vehicles and shall pay Company for any delay in accordance with the waiting time charges set out in the quotation;

3.2.3 unloading of Goods will be at Buyer's risk, in accordance with Buyer's or other receiver's instructions and Company shall not be responsible for ensuring (i) that unloading is into the required storage space; (ii) that the storage space available will accept the amount delivered; and (iii) that the structure, filtration and venting (where appropriate) of such space is adequate and in good repair and working order;

3.2.4 Company reserves the right to refuse to unload Goods if the driver of the Company's delivery vehicle believes that Buyer is in breach of its responsibilities under this condition 3.2;

3.2.5 Buyer shall be responsible for and shall indemnify and hold Company harmless for failure to comply with this condition 3.2. Company shall be entitled to charge Buyer any costs, losses or expenses incurred (including the cost of any Goods remaining undelivered) either directly or indirectly from any such failure to deliver or any other failure of the Buyer to comply with this condition 3.2;

3.2.6 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 Company 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, the Company's lorries will be weighed on return to the Company's works and if found that the full quantity ordered has not been discharged through no fault of the Buyer, the weight shown on Company's delivery note will be adjusted and the actual quantity delivered will be invoiced;

3.2.7 on delivery the Buyer must (i) satisfy itself as to the condition of the Goods; (ii) 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; (iii) sign any record produced by Company 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;

3.2.8 if for any reason Buyer fails to take delivery of the Goods, or fails to give Company appropriate delivery instructions, documents or authorisations at the time stated for delivery then, without prejudice to any other right or remedy available to the Company, the Company 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 Company may charge delivery and administrative costs up to 50% of the Contract price for the Goods;

3.2.9 the quantity of Goods as recorded by the Company upon despatch from its place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence to the contrary.

3.3 Where the Buyer is responsible for collecting Goods from the Company's site:

3.3.1 Buyer shall ensure that its vehicles and receptacles shall be suitable in all respects for receiving Goods and their safe and proper transport; and operated whilst on the Company's site in a safe manner and in accordance with the Company's instructions. Buyer shall comply with all Company's site policies and procedures from time to time; failing which the Company may refuse any vehicle entry to its premises to collect Goods or require that the vehicle be removed from its premises.

3.3.2 The Company shall not be liable to the Buyer and the Buyer indemnifies the Company fully in respect of any loss of or damage of whatever nature to the Goods, to any property of the Company, or in respect of any injury, caused by or arising out of the acts and/or omissions of the Buyer, its employees, sub contractors or agents or in connection with the state or condition of the receptacle or vehicle provided by or on behalf of the Buyer.

3.4 Slip sheets or pallets on which bagged Goods may be supplied are not returnable.

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

3.6 The Company 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 (i) where the Buyer fails to comply with any of its obligations hereunder whereupon the Buyer shall compensate the Company for all losses, costs and expenses incurred by it by reason of such cancellation; or (ii) the Buyer suffers an event of or leading to insolvency or (in the opinion of the Company) becomes or may become unable to meet its debts and liabilities; or (iii) in exceptional circumstances when the Company has insufficient Goods to supply the order in full

4. RISK AND TITLE

4.1 The 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 agreed date, the Company shall be entitled to enter onto the Buyer's site to recover the Goods and the Buyer shall indemnify the Company against all and any cost 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 prices at the date of delivery where no quotation is given. The price 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 3rd parties, except its professional advisers, agents and representatives.

5.2 The Company may vary any price in any quotation at any time upon giving written notice (including by email) and the varied price shall apply 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 Seller'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 Company must receive payment for the Goods by not later than the last day of the calendar month following the month the Goods are delivered by the Company to the Buyer or should have been delivered or despatched by the Company to the Buyer but for the act or default of the Buyer. Time for payment is of the essence. 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 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.

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.

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 on termination of the Contract, on the occurrence of any event stated in condition 6.1 (iii) hereof, on commencement of 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 the quality of the Goods shall be in accordance with the specification quoted by the Company; however the Company shall have no liability in respect of any minor deviations from 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. Subject to Conditions 7.2 and 8, where Goods supplied by the Company are proved to be defective or otherwise not in accordance with the Contract (**"Defective Goods"**) (a) the Company will at its sole discretion either (i) replace the Defective Goods promptly as practicable or (ii) refund the price paid for the Defective Goods; and (b) the Company shall reimburse the Buyer the cost of physically removing the Defective Goods.

7.2 In any event, the Company shall not be liable under Condition 7.1 for any defect or failure in the Goods unless the Buyer (i) notifies the Company in writing of the alleged defect or failure within 14 days of delivery, 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 (ii) allows the Company all reasonable facilities to investigate any such defect or failure promptly and to advise the Buyer of any remedial action which may be appropriate; and (iii) follows reasonable remedial action recommended to it by the Company; and (iv) provides documentary evidence satisfactory to the Company that the Goods do not meet the applicable specification. If any Goods are known by the Buyer to be outside of specification or the terms of any order, under no circumstances shall the Company be liable for costs or liabilities relating to the continuance of works of further constructions, which shall be at the sole risk of the Buyer.

7.3 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.

7.4 Any sampling and testing shall be carried out in accordance with such British Standard or European Standard or specification accepted by the Company as appropriate. Compliance with such standard or specification shall be discharged by the Company at the Buyer's cost at the time of supply of the Goods to the Buyer, on the basis the Company is the supplier and not the user of the Goods.

7.5 The Company shall not be liable to the Buyer (a) for any losses or costs resulting from unsuitable application, wrongful handling or placing of the Goods; or (b) for the presence of any lignite or other deleterious material in any of the aggregates contained in the Goods; or (c) for efflorescence or any other aesthetic deterioration.

7.6 Where the Company manufactures special orders for the Buyer the Company shall have no liability for any costs and/or losses (including but not limited to delay damages) which may arise through failure (including but not limited to cracking or colour discrepancies) of the Goods within the kiln. The Buyer shall reimburse the Company for any such failures.

8. LIMITATION OF LIABILITY

8.1 Nothing in these Conditions shall limit or exclude the liability of the Company for death or personal injury resulting from the negligence of the Company, its employees or agents or for fraudulent misrepresentation. Save as specified in Condition 7.1, the Company shall not be liable whether in contract, tort (including negligence or breach of statutory duty), or otherwise to the Buyer for any form of damage, loss, cost or expense, whether direct, indirect, consequential, physical or economic (including but not limited to 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 the Buyer.

8.2 The maximum aggregate liability of the Company arising out of Condition 7.1 or in connection with the supply of Goods or their use by the Buyer shall (including any refund made pursuant to clause 7.1 (ii) 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 7.1 above, the Company 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. The Buyer acknowledges that it bears the risk of all additional expenses, costs, losses, damages and liabilities which may be incurred. The Company strongly advises the Buyer to insure against all such potential expenses, costs, losses and liabilities. Should the Buyer wish the Company to have a higher limit of liability, this must be raised with the Company at the earliest opportunity and expressly agreed by the Company in writing. The Company shall have no liability to the Buyer for any costs, charges or liabilities the Buyer incurs arising from extended producer responsibility for packaging (EPR).

8.3 The Company will use reasonable endeavours to inform the Buyer if the Company 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 the Company's control but shall be under no liability to the Buyer for failure to deliver in such circumstances. Company shall have no liability to the Buyer for failure to deliver due to the impact of COVID-19 on the Company's business and Company may request extra time and costs from the Buyer to deliver in such circumstances.

9. GENERAL

9.1 Details on how the Company uses personal data is available at www.heidelbergmaterials.co.uk.

9.2 Any notice to be given by either party to the other under these Conditions 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 from time to time.

9.3 The benefit of this Contract may not be assigned by the Buyer but is fully assignable by the Company. A person who is not party to this Contract shall not have any rights to enforce its terms. Any provision of the Contract held to be illegal, invalid, void, voidable or unenforceable, in whole or in part, shall be deemed severable and all remaining conditions of the Contract shall not be affected.

9.4 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.