

## TERMS OF SALE / DELIVERY



### 1. Definitions and Interpretation

In these Conditions the following words have the following meanings:

"Company" or "us" means Singh Concrete Ltd.

"Contract" means any contract between the Company and the Customer for the sale of Goods, incorporating these Conditions;

"Customer" or "you" means the person(s), firm or company who purchases the Goods from the Company;

"Goods" means any goods agreed in the Contract to be supplied to the Customer by the Company.

### 2. Time of Delivery

The time for dispatch stated in the quotation and/or order is an estimated time of arrival. The Company undertakes to adhere as closely as possible to the period stated, but cannot accept any liability for failure to do so, or for any loss or delay occasioned by strikes, lock outs, fire, accident, breakdown, delay in transit after leaving works, or other contingency beyond the Company's control.

### 3. Cancellation or Failed Delivery

Cancellation will only be by the Company on condition that all costs and expenses incurred by the Company up to the time of cancellation, and all loss of profits and other loss or damage resulting to us by reason of such cancellation will be reimbursed by the customer to us forthwith.

### 4. Advertisements

All descriptions and illustrations contained in our catalogues, pricelists and other advertising matter are intended merely to present a general idea of the equipment described therein and shall not form part of the contract.

### 5. Terms of Payment

Strictly in advance or Cash on Delivery, unless stated otherwise overleaf. The property and goods shall not pass to the Customer until full payment has been made for the whole consignment of which the goods formed part and if any of the goods in the consignment are resold or otherwise disposed of by the Customer before payment has been made in full for what consignment the Company shall have the right to trace those goods and/or the proceeds of such sale or disposal and to repossess the goods or recover the proceeds of sale as the case may be. The Company reserves the right to remove all goods not paid for in full from the Customer(s) site. Any damage, or cost, caused in doing so remains the liability of the Customer(s). An unsigned ticket or delivery note is not a valid reason for non-payment of invoice. By accepting delivery of goods, the customer(s), and/or their agent(s), contractor(s), accept all company terms and conditions. (Please ask a member of team for details)

### 6. Conditions and Warranties

All implied conditions, warranties and guaranties implied by statute, common law or otherwise are hereby excluded, and, serve as expressly stated herein or on the face of the Companies offer gives no warranty or guarantee, and does not promise or undertake any obligation as a condition, warranty or other item of the Contract or otherwise, as to the fitness for purpose, suitability, performance, quality or merchantability of the goods. The Company shall not be liable for any loss, damage, injury or delay whatsoever. However, if the same may arise or be caused, whether by the negligence of the Company, its Servants and/or Agents or otherwise, and whether in performance of the Contract or otherwise, in no circumstances shall the Customer(s) be entitled to recover damages, whether direct, indirect, consequential or otherwise from the Company.

### 7. Proper Law

The Contract shall be in every respect governed by and interpreted in accordance with English law in England and Scottish law in Scotland.

### 8. Delivery Off the Public Highway

Our drivers will deliver or attempt to deliver the goods by parking our trucks/machinery/plant on public highway outside the delivery address or the nearest point outside the delivery address. Our drivers have been instructed not to mount the kerb or verge(s) due to the weight of the lorry/s and will only do so at the request of the customer. In an event there is any damage to the kerb or verge then the customer will be liable for any charges imposed on us and will be liable for paying the charges to the relevant authority. It is the responsibility of the customer to fully indemnify us against any damage caused to the public highway and/or property where the material/goods are to be delivered to during the course of delivery including from arrival on site

Unless otherwise agreed in writing, the company allocates 10 mins to offload per cubic metre concrete. After the allocated time, charges of £2/min may apply.

until we have left the site.

If, in order to affect his/her delivery on behalf of the Company, the Driver is required to leave the Public Highway, and drive onto private property, this will be done at the sole responsibility of the Customer(s) and/or their Agent(s), who will become fully responsible for any

consequential damage that may occur to the said property or any part thereof. In the event of the vehicle becoming stuck or bogged down, the Company will also look to the Customer(s) and/or their Agent(s) for reimbursement of all vehicle recovery costs, repair or damage caused to the Company's vehicle and it's loss of earnings whilst out of use.

### 9. Water

The water is added to the concrete or screed based on the degree of slump required. Unless, otherwise stated by the customer, the company will work to achieve a slump of S2. Addition of extra water can reduce the strength and durability of the concrete mix, however if the customer required additional water to be added to the mix then the customer indemnifies the company against any claims or costs associated with the mix being the incorrect strength and/or design and defects or faults arising due to addition of the added extra water.

### 10. Complaints

Complaints must be notified to the Driver immediately on site, and by telephone to the office within 30 minutes of delivery, whereon an email acknowledging the complaint will be sent within 48 hours of the phone call. Unless the procedure is followed the Company cannot accept responsibility for such a complaint.

### 11. Testing

Testing of concrete should be made in accordance with procedures set in the Companies full Terms and Conditions (Please ask a member of staff for details). The Driver must be informed when a test is to be carried out in order that compliance procedures may be checked. Unless the procedure is followed, the Company cannot accept responsibility for any defective concrete.

### 12. Price

All prices quoted overleaf or in any communication are excluding VAT unless explicitly specified otherwise.

The customer is liable to pay a fixed minimum price of £350 plus delivery cost should the customer use less than 2.1 cubic meters of concrete.

### 13. Health and Safety information

#### Composition/information on ingredients

Mixtures of aggregates, cement and water. Other ingredients may include Ground Granulated Blast furnace slag (GGBS), Pulverised Fuel Ash (PFA) and admixtures. Such additions are made to alter/improve the properties of the concrete in the plastic or hardened state.

#### Hazards identification

Wet concrete: Contact with eyes may cause severe irritation and/or alkali burns. Skin contact may result in irritant contact dermatitis and/or ulceration due to the combination of wetness, alkalinity and abrasiveness of the cement mixture. Allergic Contact Dermatitis may be caused by individual sensitivity to chromium compounds, which occur in cement. Dry concrete: Inhalation of silica particles in dust caused by cutting/ surface treatment of hardened concrete may cause respiratory damage.

#### First aid measures

Wet concrete: Eye contact: Irrigate eyes immediately with clean water for at least 10 minutes. Seek immediate medical attention.

Skin contact: Wash thoroughly with clean water as soon as contamination occurs. Note: This includes contact through contaminated clothing.

Dry concrete: Eye contact: Irrigate eyes immediately with clean water. Seek medical attention. Skin contact: Wash thoroughly with clean water.

Ingestion: Rinse your mouth with plenty of water and seek medical attention.

Fire fighting measures No fire or explosive hazard. Accidental release measures Personal protection: Avoid contact with skin or eyes. Wear impervious protective clothing.

Method of cleaning: Any spillage should be recovered immediately while material is still plastic and area washed thoroughly if applicable.

#### Handling and storage

Wet concrete: Avoid direct skin and eye contact. Do not sit/kneel on wet concrete. Dry concrete: Minimise creation of dust wherever possible. Exposure controls/ personal protection Wet concrete: Hand protection: Wear suitable impervious gloves.

Eye protection: Suitable eye protection is strongly recommended where there is a risk of accidental splashing. Skin protection: Long sleeved clothing, full length. Wear trousers and impervious safety boots. Dry concrete: Occupational Exposure Standards (OES), or Maximum Exposure Limits (MEL), for inhalants and respirable dusts are set by the Health and Safety Commission.

Hand protection: Abrasive resistant gloves. Eye protection: Goggles to approved HSE Standard.

### 14. Parking restrictions

The customer is responsible to provide Singh Concrete vehicles with parking space. It is the customer's responsibility to inform us of any parking restrictions/issues at the time of booking. The customer is liable to pay any parking fines received at the delivery point. A deposit of £120 per vehicle may be taken at the time of booking and will be refunded 30 days the delivery date if a fine is not received.