

GREEN CIRCLE CONCRETE LTD TERMS AND CONDITIONS

These terms and conditions (**Terms**) apply to the contract between Green Circle Concrete Limited (company number 06760020, whose registered office is at Unit 10 Ty Verlon Industrial Estate, Cardiff Road, Barry, Vale of Glamorgan, CF63 2BE (**us, our, we**) and the person or legal entity (**you, your, yourself**) who places an order with us (**Order**) for the concrete we supply to you (**Goods**). Please read these Terms carefully. If you refuse to accept these Terms, you will not be able to place an Order with us. By placing an Order with Us, you agree to these Terms, and a contract between us shall come into existence (**Contract**). These Terms apply to all sales of the Goods to the exclusion of all other terms and conditions. No other terms or conditions will form part of the Contract. No variation or addition to these Terms (including your own terms) are effective unless expressly confirmed in writing by us.

1. Basis for Contract

- 1.1 We shall use our best endeavours to supply the Goods in accordance with the Order and to deliver the Goods within the two-hour time slot on the delivery date communicated to you when placing the Order. Time shall not be of the essence when delivering the Goods.
- 1.2 You may amend or cancel an Order in whole or in part at any time providing we receive notice of any amendment or change at least 24 hours before the delivery date by contacting us and speaking with one of our representatives. You must amend or cancel your Order on Saturday if your Order is set to be delivered on Monday.
- 1.3 Deposits paid for Orders that are cancelled less than 24 hours before the agreed delivery date are non-refundable.

2. Our Responsibilities

- 2.1 We shall ensure, having made reasonable examinations, that the Goods are of satisfactory quality and fit for any purpose held out by us or made known to us by you expressly or by implication.
- 2.2 You agree that we are under no obligation whatsoever to make any examination of the Goods beyond that which it is reasonable for us to make.

3. Your responsibilities

- 3.1 You are responsible for ensuring the accuracy of the terms of any Order. If we make any recommendations relating to the use, storage or handling of the Goods, the recommendation is given in good faith and you accept you cannot rely on such recommendation, suggestion or representation.

3.2 Before the Goods are used, you will examine them thoroughly and ensure that they are of satisfactory quality.

4. Delivery

4.1 We shall ensure that the Goods are properly prepared, mixed, packed and secured to enable it to reach its destination in good condition. Delivery of Goods is completed on the completion of unloading of those Goods at the delivery location.

4.2 We allow 45 minutes dispensing time from the start of concrete pour, or 10 minutes per cubic metre, whichever is greater. Time taken in excess of this will incur a waiting time/standing time charge, charged on a per minute basis.

4.3 Delivery times or dates specified by us are estimates only and we shall not be liable for any damages or losses arising out of failure to meet such date or time.

4.4 Each delivery of Goods is accompanied by a delivery note and invoice which shows the order number, mix, type and quantity of Goods. You agree to inspect the content of the delivery note and notify us of any errors. Once the contents of the delivery note are agreed, you must sign the delivery note.

4.5 You must provide safe access to the point of delivery of the Goods, including adequate manoeuvring space for the delivery vehicle and ensuring our agents are safe. Failure to comply shall entitle us to refuse to make delivery and to charge you for any costs and/or losses incurred.

4.6 You agree to indemnify us and our agents against any damage to our vehicles or injury to our agents caused by any acts or omissions by you, while we are delivering the Goods at your premises.

4.7 Where you request that delivery of Goods is to be at a location off the public highway, this will be done at your sole responsibility and liability and you agree to sign a 'Delivery Off Public Highway Notice' before you accept delivery.

4.8 You agree to indemnify us for any costs we incur, including but not limited to, recovery of our vehicles, loss of earnings whilst our vehicle is out of use, damage to our vehicles or injury to our agents as a result of delivery to any location off the public highway. We accept no responsibility or liability for damage caused by us or our agents as a result of you requesting that Goods are delivered off the public highway.

5. Title and risk

5.1 Risk in the Goods shall pass to you on completion of delivery.

5.2 Title of the Goods shall not pass to you until we have received payment in full for the Order. If you fail to pay the full price for the Order (as referred to in clause 6.1), then we reserve the right to: (i) enter your premises and recover the Goods and you shall indemnify us against all costs associated with doing so; or (ii) where you have submitted your payment details to us to be held on account for payment, you agree that we reserve the right to charge your account for the outstanding balance owed to us.

6. Price

6.1 The final price charged for the Goods may differ from the price stated in your Order. You acknowledge that any price quotation provided on an Order is subject to fluctuation as a result of the Goods being produced on our site on a volumetric basis. As such, the volume of Goods received may be more or less, and the final price charged to you may be more or less than at the time that the Order is placed.

6.2 The price quoted for the Goods is exclusive of any VAT unless stated otherwise. You shall pay any such VAT or any other form of taxation imposed from time to time on the Goods.

6.3 Our prices may be varied at any time upon giving written notice (including on our website), which shall be applicable to all orders delivered after the date specified in the notice. We shall have no liability to you for any losses, costs and/or damages suffered by you as a result of such increase to the price.

6.4 We reserve the right to charge an additional charge where (i) you request delivery of the Goods outside our normal working hours; (ii) delivery of the Goods is required in part loads rather than full loads; (iii) if the delivery vehicle is unable to discharge its load within 45 minutes of being set up and ready to dispense at your site; and (iv) if our delivery vehicle is delayed and unable to leave your site after the Goods are dispensed for any reason outside of our control.

7. Payment

7.1 We reserve the right to request payment in part or in full at the time of you placing an Order.

7.2 Where payment is paid in part at the point of you placing an Order, we require a deposit of £150 plus VAT, or 50% of the balance of your order, whichever is greater. The balance must be paid: (i) by credit or debit card on the day of delivery; or (ii) for account customers only, by us invoicing you at the end of the calendar month in which the Order was placed.

7.3 Notwithstanding clause 7.1, we reserve the right in our absolute discretion to send you an invoice for the full value of the Goods once you have placed an Order. All invoices must be paid within 30 days of the date stated on the invoice to the account details stated on the invoice.

- 7.4 If you fail to make any payment due to us by the due date for payment, then you shall pay: (i) interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and (ii) any costs incurred by us in relation to recuperating any overdue sums owed by you.
- 7.5 We may refuse to accept or complete any order, suspend supplies, impose special conditions or cancel the Contract if (i) your credit limit is or will be exceeded on delivery; or (ii) where you fail to comply with these Terms; or (iii) in our the reasonable opinion, we consider that you are unable to pay and of your debts as they fall due or you are in financial distress; or (iv) you are subject to any form of insolvency procedure.
- 7.6 Whether in relation to this Contract or other contracts between us, you shall not have any right of set-off, counterclaim, discount, abatement or otherwise, nor to withhold any payments due to us in the event of any dispute. We shall be entitled to set off without notice any liability of you to us against any liability of us to you, under this Contract or any other contract between us and you.
- 7.7 In the event of any breach of these Terms by you, or dispute between us relating to this Contract or any other contract between us, we shall be entitled to suspend, withdraw or terminate any credit, discount or rebate agreement between us, affecting this Contract or any other contract between us.

8. Health and Safety

- 8.1 You are deemed to have read and understood the Health and Safety information in this clause 8 in relation to Ordinary Portland Cement (manufacturer details: Portland Cement Co Ltd, Unit One, Fullbridge, Maldon, Essex CM9 4NX. Portland Cement Helpline: 01621 84 25 25). It is your responsibility to ensure your employees, subcontractors and agents are aware of this information.
- 8.2 Suitable protective clothing and eyewear should be worn at all times when handling or working with wet or damp concrete to ensure it does not come into contact with skin or eyes.
- 8.3 The following is recommended if contact is made with damp or wet cement:
- (a) if in contact with the skin it may damage nerve endings first before damaging the skin. Wash the area with mild soap and water. If pain or irritation persists, seek medical advice;
 - (b) if contact with eyes, damage may increase with contact time. Wash eyes immediately with plenty of clean water for at least 20 minutes and seek urgent

medical advice without delay. Suitable eye protection should be worn at all times when handling cement;

- (c) if swallowed, wash mouth out with plenty of water. DO NOT induce vomiting. Drink plenty of water and seek medical advice; and
- (d) If cement dust is inhaled, move to an area of fresh air. If nose or throat airways become inflamed seek medical advice.

9. Limitation of our Liability

9.1 If you are dealing as a consumer, any provisions of these Terms that are not enforceable under the Consumer Rights Act 2015 or the Unfair Contract Terms Act 1977 shall not apply. The statutory rights of any of our customers dealing as a consumer and not as a business are not affected by these Terms.

9.2 Under no circumstances will we be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect, consequential or loss arising or in connection with the Contract. Subject to clause 9.3, our maximum liability to you shall be limited to £50,000. The limits and exclusions in this clause reflect the insurance cover we have been able to arrange, and you are responsible for making your own arrangements for the insurance of excess loss.

9.3 Subject to us agreeing that any Goods we supplied to you are defective, our total liability to you shall not exceed three times the price paid by you for any defective goods supplied to you under the Order.

9.4 Nothing in these terms excludes or restricts our liability which cannot legally be limited, including liability, death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, breach of the terms implied by section 12 of the Sales of Goods Act 1979; or defective products under the Consumer Protection Act 1987.

10. Force majeure.

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. We will use our best endeavours to inform you if we are prevented, delayed or hindered from mixing, supplying or delivering the Goods due to events beyond our control, including but not limited to, breakdown of machinery, unavailability of labour, adverse weather, transport difficulties, national supply issues or lockdowns in relation to COVID-19 or any other national or international emergency, and we reserve the right to request extra time and/or costs from you under such circumstances.

11. General

- 11.1 This Contract constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 11.2 No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 11.3 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 11.4 Any notice to be 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 from time to time.
- 11.5 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.
- 11.6 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.