

Conditions of Sale and Delivery

1 Access. Each order is accepted by us on the understanding that your site can be approached on a hard road: our driver is empowered to refuse delivery if in his opinion there exists a risk of damage to his vehicle, you being responsible for costs incurred in the abortive delivery. We accept no liability for damage caused to your roads or the property or person of others on the site by use of the vehicle but you shall be liable to make good any damage caused to our vehicles, or harm to our servants by reason of defects in the road or negligence on the part of you or your servants.

2 Waiting Time. Prices are quoted on the assumption that no unreasonable delay in discharging will occur. Waiting time will be charged for truck mixers at the rate of £120.00 per hour if the period between arrival of the truck mixer on site and departure from site, exceeds 30 minutes per load.

3 Part-load Charge. The customer shall pay a "part load" charge in respect of any unfilled capacity of a truck making a delivery.

4 Hours of Working. This quotation is for deliveries Monday to Friday (excluding Public and Bank Holidays), from 7.30am to 4pm daily. We at our sole discretion may be prepared to supply outside the above mentioned hours and will make such additional charge as either have been agreed in writing at a time prior to such deliveries, or we deem appropriate to the additional cost incurred

5 Cancellation. A charge of £12.00 per cubic metre will apply to all orders cancelled either on the day of scheduled delivery or after 13:00 on the day prior. This charge will also apply to reductions in quantity greater than 25% on orders over 24 cubic metres. Any cancellations or reductions are subject to a minimum charge of £96.00. In the event goods have been specially processed to meet your order, you will meet the full costs incurred. Consignments ordered and delivered to site must be paid for.

6 Returned Concrete and Screed. The customer is required to take delivery of and pay for the whole of the load ordered. In the event that any concrete or screed has to be returned we reserve the right to recover the associated costs of its disposal in full.

7 Strength concrete, volume, testing. A reference to strength is a reference to compressive strength assessed:-
by making (in accordance with BS.12390 and BS.8500) cubes from concrete samples taken from a delivery at the time of discharge.
and by carrying out (also in accordance with BS.12390 & BS.8500) compressive test on such cubes.
and by interpreting (also in accordance with BS.12390 & BS.8500) the results of such tests. A reference to volume of a delivery shall be assessed by carrying out a test on fresh concrete. The volume supplied shall be (unless otherwise agreed in writing) determined by tests on density using compaction levels equivalent to that used at site.

8 Liability for Defects. Our liability in respect of defective materials is limited to the cost of replacement supply of fresh concrete or screed. Any issues regarding quality of products supplied must be done so in writing within 30 days of delivery and sent registered post to our registered office. We can only accept such liability where you can establish that:-

- (a) no additional water or other material has been added to the product after it has been declared by our agent or employee as ready for acceptance.
- (b) the concrete or screed has been placed, protected and cured with sufficient time allowed to achieve a usable strength.
- (c) the sample tested has been taken during discharge from our vehicle, or from a central mixer in the case of goods collected from our depot, in accordance with the relevant clauses of BS.12390 and BS.8500.
- (d) all sampling, making, curing and testing of specimens has been carried out in accordance with the relevant clauses of BS.12390 and BS.8500.
- (e) test results have been interpreted in accordance with BS.12390 & BS.8500 or any other specification previously agreed by us. It should be recognised that for a well controlled continuous production there is always the slight possibility of a result occurring below the compliance limit and that it is not normally possible to predict its occurrence.
- (f) reference to compressive strength in the specification shall unless otherwise agreed refer to compressive strength obtained from concrete cubes, made, cured and tested in accordance with BS.12390 and BS.8500 by a UKAS Approved Test House.
- (g) you have notified us of any result indicating a possible failure to meet the specifications as soon as the results are available to you.
- (h) we have been given an opportunity of investigating any alleged defect and of making recommendations as to any remedial action to be taken.
- (i) Any complaint investigated that is proven to be a result of the purchasers or their agents neglect will result in charges for time, travel and any third party reports or investigation.

9 Consequential Losses. We shall in no circumstances be liable for consequential loss or damage.

10 Delays. We reserve the right to suspend or delay without penalty of any kind in the event of war, civil commotion, lock-outs, fire, fog or other inclement weather conditions, delays in any type of transport, non-availability of materials, plant or truck breakdown, or any accident, or other cause.

11 Price Variation. Quoted prices are based on the cost of materials and labour ruling at the date of quotation. In the event of fluctuation of cost we reserve the right to make corresponding variations in prices after giving due notice.

12 Payment. Credit Accounts. Terms are nett end of the month following the month of delivery, overdue balances will be subject to an extended credit charge of 2% per month compound. Should any part of the account become overdue the account moves into a position of default and the whole amount of the account becomes due, irrespective of the age of the debt. We reserve the right to take legal action to recover the total sum due, plus associated costs, should this occur.

13 Cash on Delivery. The amount indicated on the face of the delivery ticket (advice note) must be paid to the driver before the materials can be discharged. Our driver will provide the customer with a copy of the delivery ticket acknowledging receipt of the payment and, if requested, a receipted invoice showing VAT details will be posted in due course.

14 Conditions. Any contract resulting from acceptance of this quotation shall be subject to these conditions to the exclusion of any conditions which you seek to impose. No variation of these conditions may be agreed except in writing over the Signature of a Director of Ever Readymix Concrete and Screed Limited.