

# ALLEN NEWPORT LIMITED

## TERMS AND CONDITIONS OF SALE AND DELIVERY

### 1. DEFINITIONS

The following definitions shall be applied herein:

“The Company” means Allen Newport Ltd.

“The Purchaser” means any person giving an order which is accepted by the Company.

“The Contract” means the acceptance by the Company of the Purchaser’s order and the contract shall be subject only to the terms and conditions hereunder written.

All other oral or written terms and conditions, warranties, representations including those contained in the Purchaser’s order are hereby excluded.

### 2. VARIATION OF CONDITIONS OF SALE

The contract may only be varied by a written memorandum bearing the signature of a director of the Company.

### 3. ACCEPTANCE

Acceptance of the quotation may be made within 30 days of the date hereof unless previously amended or withdrawn by the Company.

### 4. SUPPLY OF AGGREGATES

All washed aggregates are supplied in accordance with the relevant section of BS 882. All unwashed aggregate remains unspecified.

### 5. CANCELLATION

Commencement of delivery shall be the time of loading the order and no cancellation of any order can be accepted unless prior notice thereof is received by the depot of origin before that time. Cancellations after such time will incur a cancellation charge.

### 6. PRICE

The quotation price is based upon the cost to the Company of production and delivery prevailing at the date hereof. The Company reserves the right to increase the quotation price during the currency of the contract to correspond with any increase of the cost of raw materials, haulage, labour or other items beyond the Company’s control. Notice of increase of price will be given.

### 7. TITLE TO THE GOODS IS CONDITIONAL UPON PAYMENT:-

(i) Notwithstanding that the Company may have parted with the possession of them the property in goods sold subject to these conditions shall remain in the Company and the Customer shall hold them in trust for the Company until the invoice for such goods has been paid in full and this notwithstanding that the Customer may have dealt in the goods or parted with possession of them or that they may have been mixed with or incorporated in other goods or property by the Customer or others.

(ii) Where goods supplied by the Company for which the invoice has not been paid in full are mixed with or incorporated in other goods by the Customer the Company shall be deemed to be the owner of such proportionate share in such other goods as has a value equal to the cost to the Customer of the Company’s goods mixed with or incorporated therein and the Customer shall hold such goods in trust for the Company.

(iii) When the Customer sells the goods the property in which, wholly or in part, lies in the Company pursuant to these conditions all debts then thus arising in favour of the Customer shall ipso facto become assigned to the Company and should the Customer receive the proceeds of sale of goods the Customer shall hold such proceeds in trust for the Company to pay the Company therefrom the amount of the Company’s unpaid invoice or such amounts as represents the Company’s share in goods.

(iv) The rights of the Company deriving from this condition shall be unaffected by any dispute which may arise about the amount claimed upon any of the Company’s invoices.

(v) In relation to any contract for the sale of goods by the customer, being goods which incorporate in whole or in part any goods of the Company, the Customer shall give notice to the buyer of any such goods or to any person who might reasonably be concerned to know the same that the property in such goods may, wholly or in part, be in the Company (whether or not mentioned by name) pursuant to these conditions.

### 8. EXTRA CHARGES

If the Purchaser requires delivery outside normal working hours, or less than one full load for any one delivery on any one day or if unloading of the Company’s vehicle is not completed within 40 minutes of its arrival on site, the Company shall make an extra charge at the current rate in respect of all or any of the above.

### 9. DELIVERY

Responsibility for unloading shall rest solely with the Purchaser who shall provide a proper means of safe access with adequate manoeuvring space for the Company’s vehicle. The Company’s Agent or employees shall determine the nearest access point to the works and no delivery shall be made over ground which he considers to be unsuitable. The Purchaser shall indemnify the Company against all damage, loss or injury to property or to any person (including the Company or its employees) occurring during performance of the contract whilst the Company’s vehicle is not on a public highway. The Purchaser or his employees shall prior to unloading sign the delivery note provided by the Company, any signature to a delivery note received by the Company shall be deemed to be that of the Purchaser.

### 10. SUSPENSION OF DELIVERIES

The Company shall not be liable for any loss or damage caused or suffered to or by the Purchaser directly or indirectly arising out of the failure or delay by the Company in delivery or in performing the contract by reason of any cause over which the Company has no control.

### 11. COMPLAINTS

(1) The Purchaser shall be deemed to have inspected the load at the time of delivery and shall accept the same with all visible defects. Any complaint in respect of delivery or incorrect quantities delivered will not be accepted unless received by the Company at the first practical opportunity not later than 8 hours after commencement of delivery. If any defect is discovered at that time the Purchaser shall not accept delivery and the Company will replace the load free of charge at the site.

(2) The Company’s liability in respect of defects other than those referred to in sub-clause (1) hereof but including failure to comply with written specifications delivered to and accepted in full by the Company before the date hereof, shall be limited solely to the removal and replacement of the Materials in respect of which the complaint is made. The Company will accept liability in respect of such defects PROVIDED that the same are notified in writing to the Company’s Head Office by reference to the number of this quotation and the delivery note not later than 40 days after the date appearing on the delivery note.

### 12. EXCLUSION

Under no circumstances will the Company accept responsibility or liability for the workmanship or actions of the Purchaser’s agents or employees or sub-contractors. The Company has no control over the method of application or use of the goods and all conditions or warranties implied by statute or otherwise as to the fitness of the goods for any particular purpose are hereby excluded and no liability will be accepted in respect of thereof. The Company will not accept, at anytime, any claim to consequential loss.

### 13. PAYMENT

The Purchaser shall pay the Company for material supplied before the last working day of the month following the month in which the material was delivered. The Company reserves the right to suspend or discontinue delivery or performance of the Contract if the Purchaser fails to pay in accordance herewith, or if it subsequently appears that the Purchaser is not creditworthy. All material sold and supplied on a cash sale basis shall be paid for before delivery. Any sums outstanding 30 days after the date payment is due will be subject to an interest charge at 2% per month thereafter.

14. Unless otherwise agreed by us in writing, the above Terms and Conditions shall apply to all orders placed with us and acceptance of goods or materials shall be taken as formal acceptance of these Terms and Conditions. Any stipulation or conditions contained in a Customer’s order form which would conflict with any of these Terms or Conditions or in any way qualify or negative the same shall be deemed to be not applicable to any order placed with us unless expressly agreed to, by us, in writing when acknowledging the order in question.