

## **Terms & Conditions Of Sale – Civil Materials**

### 1. Definitions

“Civil Materials” shall include but is not limited to Aggregates, Recycled Aggregates, Topsoil, Building Clay & Sand.

“Goods” shall mean the Civil Materials which The Company is to supply in accordance with these conditions.

“Purchaser” shall mean the person or company whose order for the goods has been accepted by The Company.

“Contract” shall mean the contract between The Company and the Purchaser

“Conditions” shall mean the standard terms and conditions of sale set out in this document.

“Carrier” shall mean any person who in a contract of carriage undertakes to perform or procure the carriage of the Goods to the Purchaser and any, employee, agent or contractor of that person.

“The Company” shall mean The NWH Group Ltd and/or its subsidiary companies.

### 2. Basis Of Sale

1. The Company shall sell and the Purchaser shall purchase the goods in accordance with these Conditions which shall govern the Contract to the exclusion of any other terms and conditions (including any terms & conditions the Purchaser purports to apply under any purchase order, confirmation of order or similar document).
2. Each order for Goods by the Purchaser to The Company shall be deemed to be an offer by the Purchaser to purchase the Goods subject to these Conditions.
3. Any quotation is given on the basis that no Contract will come into existence until The Company accepts the order in accordance with Condition 3.1
4. No terms or conditions endorsed upon, delivered with, or contained within the Purchaser’s purchase order, specification or similar document will form part of the Contract simply as a result of a reference to such a document in the Contract.
5. No variation to these conditions shall be binding unless agreed in writing by an authorised employee of The Company of the grade of general manager or Director.
6. The Company’s employees or agents are not authorised to make any representations concerning the Goods unless confirmed in writing by a director of The Company. In entering into the Contract, the Purchaser acknowledges that it does not rely on and waives any claim for breach of such representations which are not so confirmed provided always that this

Condition does not seek to exclude fraudulent misrepresentation by The Company or its employees or agents.

7. Save where otherwise agreed, in writing between the parties, any recommendation or suggestion relating to the 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 for the Purchaser to satisfy itself of the suitability of the Goods for their own particular purposes. All drawings, descriptive matter, specifications and advertising issued by The Company and any descriptions or illustrations contained in The Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of the Contract.

### 3. Orders, Specifications, Sampling and Testing

1. No order submitted by the Purchaser shall be deemed to be accepted by The company until the earlier of an acknowledgement of order being despatched to the Purchaser, or the Goods being delivered to the Purchaser.
2. The Purchaser shall be responsible to The Company for ensuring accuracy of the terms of any order (including any applicable specification) submitted by the Purchaser and for giving The Company any necessary information relating to the Goods within a sufficient time to enable The Company to perform the Contract within its terms.
3. The quantity, quality and description of and any specification for the goods shall be those set out in The Company's quotation forming part of these Conditions or the Purchaser's order (if accepted by The Company in accordance with these Conditions).
4. If the Goods are to be manufactured or any process is to be applied to the Goods by The Company in accordance with a specification submitted by the Purchaser, the Purchaser shall indemnify the Company against all loss in connection with any claim for infringement of any patent, copyright, design or trademark, or other intellectual property rights which result from The Company's use of the Purchaser's specification.
5. The attention of the Purchaser is specifically drawn to the need for care in the handling of the Goods. In particular the attention of the Purchaser is drawn to the provisions of Section 6 of the Health & Safety at Work Act 1974, as amended. The Company gives notice to the Purchaser that any information required is available from The Company.

### 4. Delivery

#### 4.1 Where Goods are to be collected:

1. Goods shall be collected within 7 days after the Company notifies the Purchaser that the Goods are ready for collection;

2. The Goods will be delivered into the vehicle provided by the Purchaser
3. The Purchaser shall obey The Company's site rules and the instructions of The Company's duly appointed representative at all times
4. The Purchaser will be responsible for the condition of the vehicle in which it collects the Goods (whether owned or hired) and The Company shall not be liable in any way for loss or contamination of the Goods resulting from the condition of such vehicle.
5. The Purchaser shall indemnify The Company for any loss, damage or injury to The Company, its employees or agents or sub-contractors, its plant and equipment caused by the Purchaser its employees or agents or sub-contractors

#### 4.2 Where the Goods are to be delivered:

1. It is the Purchaser's responsibility to provide a safe and suitable delivery point
2. It is the Purchaser's responsibility to provide a safe and suitable route to the delivery point from the public highway
3. It is the Purchaser' responsibility to provide safe and suitable access to the delivery point
4. The Company reserves the right to refuse delivery if the delivery point or access to it is unsuitable or unsafe.
5. All delivery times, periods or dates are given as an estimate. The Company shall not be liable for any damages or losses arising out of failure any delivery estimates.
6. The Purchaser must satisfy itself as to the condition, specification and quality of the Goods at the time of delivery. The Goods must be inspected and inspection confirmed in writing at the time of delivery.
7. The Company's liability in respect of short weight or measures of Goods shall be limited to the delivery of an additional supply of the Goods in accordance with these Conditions.
8. Any short weight or measure must be notified no later than 24 hours after delivery of the Goods.
9. The Purchaser shall be liable to The Company for all costs arising from any prevention or delay in delivery due to the acts or omissions of the Purchaser or its agents or servants.
10. The Purchaser shall be responsible for any permits, licences or orders necessary to deliver the Goods onto the public highway and the Goods will only be so delivered if requested by The Purchaser. The Purchaser shall indemnify and reimburse The Company for any claims, losses. fines or penalties arising from such deliveries.

#### 5. Terms of Payment

1. Payment is strictly within 30 days unless expressly agreed in writing.

## 6. Risk & Property

1. Title in the Goods shall not pass to the Purchaser until the price of the Goods and every other sum owed by the Purchaser to The Company (Whether under the Contract or otherwise) has been paid in full and until such payment The Company shall be entitled to enter the Purchaser's premises to recover the Goods.
2. Risk of damage to or loss of the Goods shall pass to the Purchaser upon delivery.

## 7. Liability

1. The Purchaser must satisfy themselves as to the quality and specification of the Goods upon delivery.
2. The Purchaser must notify The Company of any alleged defect in the quality or specification immediately upon the Purchaser first becoming aware thereof and in any event within 28 days of delivery.
3. The Company will not be held responsible for, or have any liability arising from, any defect in the Goods not notified by the Purchaser in accordance with condition 7.2.
4. The Company accepts no responsibility for any defect in the Goods caused by storage or transportation after delivery
5. The Company accepts no responsibility for defect in the Goods resulting from incorrect specification or other data supplied by the Purchaser
6. In all cases the liability of The Company arising from its act, omission, neglect or default or that of its employees, agents or subcontractors shall be limited to the refund of the price of the Goods
7. The Company shall not be liable to the Purchaser for any consequential or economic loss whatsoever in connection with the Contract.
8. Nothing in these conditions shall limit or exclude The Company's liability for death or personal injury resulting from the negligence of The Company, its servants or sub-contractors.

## 8. General

1. No waiver by The Company of any breach of any provision of the Contract by The Company shall be considered as a waiver of any subsequent breach of the same or any other provision.

2. Any provision of the Contract which is held by any competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the other provisions of the Contract and the remainder of such provision shall not be affected.
3. The Purchaser shall not assign or otherwise transfer all of or any of its rights or obligations under the Contract without the prior written consent of The Company. Any or all of The Company's rights or obligations under the Contract may be assigned or sub-contracted by The Company.