

STANTON BONNA CONCRETE LTD
STANDARD CONDITIONS OF SALE FOR THE HOME TRADE

1. DEFINITIONS

- (i) "The Company" means Stanton Bonna Concrete Ltd.
- (ii) "The Buyer" means the person, firm, company, organisation or public authority specified in the order.

2. GENERAL

Unless otherwise agreed in writing by the Company goods are supplied by the Company only on these conditions and no variation of or addition hereto shall have effect. Should any of these conditions conflict with any conditions stated in the Buyer's order then these conditions shall prevail. Any conduct by the Buyer in confirmation of any transaction with the Company after receipt by the Buyer of this document shall constitute unqualified acceptance by the Buyer on these conditions. The Company shall be deemed not to have entered into any contract to supply goods until the Buyer's order is acknowledged or the goods shall have been despatched by the Company or its agents. Quotations are valid for a period of 30 days and do not constitute contractual offers.

3. PRICE

- (i) Unless the contract provides expressly otherwise, the price payable by the Buyer for each delivery shall be the Company's price ruling at the date of despatch.
- (ii) The Company reserves the right to charge for carriage and insurance on orders.
- (iii) All prices quoted are exclusive of V.A.T. unless otherwise stated and V.A.T. or any other tax or duty relating to the sale or delivery of the goods shall be added to the price payable by the Buyer.

4. TERMS OF PAYMENT

Payment should be made in full by the end of the calendar month following the month in which the goods were despatched, failing which:

- (i) The Buyer's right to discount (if any) shall be forfeited and the Buyer shall pay interest on the amount outstanding at the rate of 4% above the current base rate of the National Westminster Bank plc for the time being calculated from day to day from the date upon which payment became due to the date of actual payment, and
- (ii) The Company shall be entitled to withdraw credit facilities at any time and to suspend all further deliveries under this or any other contract with the Buyer and if such payment shall remain in arrear for more than seven days after written demand shall be made therefore the Company shall have the right to sell to third parties the outstanding balance hereunder or under any other contract and in any case without prejudice to any claim by the Company against the Buyer for repudiation of contract or otherwise.

5. DELIVERY

- (i) The Company will use all reasonable endeavours to deliver the goods on the date or dates specified in the order but such dates are not guaranteed unless expressly so stated in the contract. The Company shall not be liable in respect of any claim arising out of or consequent to a failure to meet such dates and such failure shall not entitle the Buyer to repudiate or cancel the contract unless such failure shall have been caused by the willful default or neglect of the Company.
- (ii) Should the manufacture or delivery of any of the goods be prevented or hindered directly or indirectly by fire, the elements, war, civil commotion, strikes or lock-outs, industrial disputes, shortage of raw materials or fuel, shortage of labour, break-down or partial failure of plant or machinery, late receipt of necessary information from the Buyer, acts, orders or regulations of Government, delay on the part of any independent sub-contractor or supplier or any other cause whatsoever beyond the reasonable control of the Company, then the time for the delivery of the goods shall be extended for a reasonable period.
- (iii) Where the contract provides for delivery of the goods elsewhere than at the Company's producing works the Company will entertain a claim by the Buyer in respect of loss or damage in transit only if the Buyer:
 - (a) gives written notice to the Company within 21 days after the date of the Company's advice note or other notification of the despatch of the goods in the case of non-delivery or within 3 days after delivery of the goods in any other case; and
 - (b) where the goods are consigned by an outside carrier, complies in all respects with the carrier's conditions of carriage for notifying claims for loss or damage in transit.
- (iv) The risk in the goods shall pass to the Buyer on delivery in accordance with sub-clause (v) below and the Company shall thereafter incur no liability whatsoever save for damage to the goods caused by the negligence of the Company in which event the Company's liability shall be limited to the value of the goods.
- (v) Delivery shall be deemed to take place either:
 - (a) on the physical handing over of the goods to the Buyer on his designated carrier or agent, or
 - (b) on the removal of the goods from the Company's premises when the Company shall at the request of the Buyer, agree to transport the goods by its own transport or by carriers designated by the Company, or
 - (c) upon the placing of the goods in the Company's own storage facilities either at the request of the Buyer or upon his failure or refusal to accept delivery.

6. RETENTION OF TITLE

- (i) Title to the goods shall not pass from the Company to the Buyer until the Buyer has paid to the Company the price of the goods and any other sum due to the Company.
- (ii) Pending such payment and passing of title it is hereby agreed and until the Buyer acknowledged as follows:

- (a) The Buyer shall hold the goods as bailee on behalf of and to the order of the Company on and subject to the terms and conditions herein contained.
 - (b) The Buyer shall take all reasonable care of the goods including the insurance thereof against all usual risks.
 - (c) The Buyer is authorised to sell on the goods at a price which shall be no less than the price payable by the Buyer to the Company.
 - (d) The Buyer shall hold the proceeds of any re-sale of the goods on behalf of the Company and not pay the same into any overdrawn bank account and retain such proceeds separately and shall account to the Company therefore.
 - (e) The Buyer shall record each sub-purchaser of the goods (including name, address and date and price of each delivery) and shall if the Company so requests assign in writing such claims as the Buyer may have against any such purchaser in respect of such goods or non- payment therefore.
- (iii) The Buyer hereby grants the Company a right to enter on any premises where the goods are stored for the purpose of taking possession of and removing goods in which property remains in the Company and all costs and expenses reasonably incurred by the Company in connection with such recovery shall be paid by the Buyer.
- (iv) It is declared for the avoidance of doubt that the Company may recover any goods not paid for and payment shall become due if:
- (a) the Buyer does or fails to do anything which would entitle a Receiver to take possession of any of its assets or which would entitle any person to present a petition to wind up the Buyer or for the Bankruptcy of the Buyer; and/or
 - (b) the Buyer passes any resolution to wind itself up or presents his own petition in Bankruptcy or publishes a notice convening a meeting of its creditors pursuant to section 588 of The Companies Act 1985 or any statutory modification or replacement thereof.
- (v) In the event of a Trustee in Bankruptcy, a Receiver or a Liquidator, being appointed in respect of the Buyer, the Buyer shall procure that such Trustee in Bankruptcy, Receiver or Liquidator is made fully aware of the Company's rights of retention of title.

7. DELIVERY BY INSTALMENTS

If the order is for delivery by installments, the cancellation or rejection for any reason of any installment, shall not affect the remainder of the contract, each installment being deemed to be a separate contract except in the case of cancellation by the Company for failure on the Buyer's part to pay for goods as delivered as provided in Clause 4.

8. STORAGE

- (i) If for any reason the Buyer fails or refuses to accept delivery of the goods or any part thereof the Company may at its discretion store the goods and take reasonable steps to safeguard and preserve them until their actual delivery.
- (ii) Storage of the goods shall be at the Buyer's risk and expense.
- (iii) If the Buyer shall fail to take delivery of the goods within twenty-eight days of notification that they are ready for delivery or, having been stored that storage facilities are no longer available, the Company shall have the right to sell, dispose of or otherwise deal with the goods and the Buyer shall be liable to the Company for all loss (including loss of profits) or damage which the Company shall suffer in consequence of the Buyer's failure to take delivery of the goods or of such sale.

9. DESIGN AND SPECIFICATION

The Company reserves the right to alter the specification of any goods without prior reference to the Buyer or to cease to manufacture any goods, provided that the goods comply substantially in all other respects with the Buyer's known requirements and any such variation or substitution of reasonably equivalent materials or goods or finishes shall not give rise to a claim against the Company.

10. FINANCIAL CONDITION

The Company shall be entitled without prejudice to its other rights and remedies, either to terminate wholly or in part any or every contract between itself and the Buyer or to suspend any further delivery under any or every such contract in any of the following events;

- (a) if any debt is due and payable by the Buyer to the Company but is unpaid.
- (b) if the Buyer has failed to provide any letter of credit, bill of exchange or any other security required by the contract.
- (c) if the Buyer has failed to take delivery of any goods in breach of its contract with the Company.
- (d) if the Buyer becomes insolvent or has had a Receiver appointed or being an individual or partnership has suspended payment of his or their debts in whole or in part or has proposed or entered into any composition or arrangement with his or their creditors.

The Company shall be entitled to exercise its aforesaid rights of termination or suspension at any time during which the event or default giving rise thereto has not ceased or been remedied and, the Company shall be entitled as a condition of resuming delivery to require prepayment of such security as it may require for the payment of the price of any further delivery.

11. INSPECTION

Where the Contract stipulates for test inspection of the goods by or on behalf of the Buyer before delivery and, upon reasonable notice, the Buyer does not inspect or test the goods, or if having inspected or tested the goods at the producing works, the Buyer does not within 7 days thereafter notify the Company in writing of any claim that the goods are not in conformity with the contract, specifying the matters complained of, then the Buyer shall be conclusively deemed to have accepted the goods as being in conformity with the contract.

12. WARRANTY

- (i) Goods sold by the Company are warranted free from defects in materials and workmanship for a period of twelve months from the date of delivery subject to exclusions set out below.

- (ii) The Company shall not be liable for:
 - (a) any defect in the quality or state of the goods which would be apparent on a reasonable examination, for their being otherwise not in accordance with the contract unless the Buyer shall have given to the Company within 14 days after receipt of the goods a written notice.
 - (b) any defects in the quality or state of the goods which would not be apparent on a reasonable examination, unless such defects shall have been discovered within 12 months after the receipt of the goods and the Buyer shall have given to the Company forthwith upon such discovery a written notice.

Such written notice shall specify the matters complained of and the Buyer shall thereafter afford the Company a reasonable opportunity of inspecting the goods in their alleged defective state.

PROVIDED THAT this warranty shall not apply:

- (i) To any goods which have been tampered with or stored in unsuitable conditions or for an excessive period or been subject to misuse, negligence or accident or
- (ii) To any claim arising from the unfitness of the goods for their purpose it being the sole responsibility of the Buyer to ensure that goods ordered are fit for the purpose intended.

Any dispute as to whether the goods are defective in quality or state or otherwise not in accordance with the contract shall be referred, in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force, to a single arbitrator to be agreed between the Company and the Buyer or in default of agreement to be nominated by the President for the time being of the Law Society.

13. LIMITATION OF LIABILITY

- (i) Except as expressly stated above all other warranties, conditions and representations are (to the extent that they may in Law be excluded) hereby excluded.
- (ii) Save as provided in sub-clause (iii) below the Company shall not be liable in contract, tort or otherwise for any loss, damage, expense or injury arising out of or in connection with the use of failure of the goods or any defect in them provided always that it shall accept.
 - (a) liability in respect of death or personal injury arising out of the Company's negligence.
 - (b) liability limited to the value of the goods supplied by the Company in respect of other loss or damage arising out of the Company's negligence.
- (iii) The Company will in full satisfaction of any liability hereunder for defective or damaged goods at its option either supply replacements or for repair the faulty or allow the Buyer the invoice price thereof and any transport costs between the Company's producing works and the place of delivery borne by the Buyer.
- (iv) The limitation of liability herein contained shall in no way affect such consumer rights (if any) as the Buyer may have under the Sale of Goods Act 1979 as amended.

14. SET-OFF AND COUNTERCLAIMS

The Buyer shall not be entitled to withhold payment of any amount payable under the contract to the Company because of any disputed claim of the Buyer in respect of faulty goods or any other alleged breach of the contract, nor shall the Buyer be entitled to set-off against any amount payable under the contract to the Company any monies which are not then presently payable by the Company or for which the Company disputes liability.

15. INDULGENCE OR FOREBEARANCE

The rights of the Company or the Buyer shall not be prejudiced or restricted by any indulgence or forbearance extended by either party to the other and no waiver by either party in respect of any breach shall operate as a waiver in respect of any subsequent breach.

16. ENGLISH LAW

Every contract to which these Terms and Conditions shall apply shall be construed in accordance with and governed in all aspects by the Laws of England and the Company and the Buyer submit irrevocably to the jurisdiction of the English Courts.

January 2014