

CONDITIONS OF SALE

1. DEFINITIONS

In these Conditions "the company" means the company identified within the quotation issued by the Company or in the absence of such identification Ruthin Precast Concrete Limited, "the Customer" means the party entering into a contract with the Company on the basis of any quotation issued by the Company, and 'goods' means goods or components produced or to be produced or obtained by or on behalf of the Company of the type or description which appear in the said quotation.

2. THE UNFAIR CONTRACT TERMS ACT 1977

These Conditions have been drawn up in the Sight of the Unfair Contract Terms Act 1977 and the Company's prices reflect the limitation on the liability of the Company which they contain, if a customer wishes to contract otherwise than on these conditions the Company will issue a revised quotation.

3. ACCEPTANCE

Any quotation issued by the Company is an invitation to treat valid for 30 days and not an offer capable of acceptance by the Customer, and no order placed on the Company shall be binding on the Company unless and until such order is accepted in writing by the Company and shall if so accepted be subject to these Conditions (and any Conditions of the Company supplemental here to) to the exclusion of any terms end conditions of the customer, express or implied, which shall be made known in any way to the Company at any time and in particular those which appear in any purchase order from the Customer.

4. MANIFEST ERROR

The Company shall have no obligations not expressly appearing in the quotation on which an order shall be based and shall not be bound by any contract entered into on the basis of such quotation if such quotation contains any manifest or patent or obvious or apparent error or omission or oversight or miscalculation.

5. SAMPLES & MATERIALS

Goods are supplied by the Company subject to natural formation characteristics and variations in colour marking and size, and samples and descriptions contained in any documentation issued by the Company are intended to be indicative only. Unless otherwise agreed in writing by the Company all goods are sold by general description and not by sample, and all dimensions, weights, volumes, and other measurements or specifications or descriptions given by the Company shall unless agreed otherwise in writing by the Company be taken as approximations. Goods shall not be deemed to be defective if there are minor colour or texture inconsistencies or variations, or there are deviations from any specification if such deviations are attributable to the availability of materials and components or to production techniques. In the line with its policy of constant product development the Company reserves the right to alter its product specifications or delete any product from its range without prior notice.

6. DESIGN AND WORKING DETAILS

(a) At least eight copies of all necessary drawings and details dimensions and specifications necessary for the manufacture of any pre-cast and/or pre-stressed concrete or other specially fabricated goods by or on behalf of the Company shall without delay be supplied to the Company by the Customer at the expense of the Customer to enable the Company to undertake the timely performance of the Contract.

(b) No responsibility is accepted by the Company for verifying or checking the accuracy or correctness of information supplied by the Customer who shall be responsible for checking any drawings prepared by the Company to ensure that they fully satisfy the requirements of the Customer.

(c) Where the Company's designs are subject to approval by Government Departments, Local Authorities, consulting engineers or other bodies or individuals, any quotation issued by the Company is subject to variation should any modification of the design to which such quotation relates be required by any such body or individual.

(d) Any plans, drawings technical documents or other data prepared by the Company and submitted to the Customer before or after formation of the Contract shall remain the property of the Company and shall be returned to the Company on request and the Customer shall not without the written consent of the Company copy the said plans, drawings, technical documents or other data or any part thereof or allow others to use or copy the same except in connection with the installation of the goods.

7. PRICES

All prices which appear in any quotation issued by the Company are based on the quantities and specification which appear in such quotation and on the cost prevailing on the date of the quotation of materials, labour, plant hire, transport, rates of tax and other integral costs and are subject to amendment in the event of fluctuations in any such cost or costs which shall take effect prior to supply. All labour Costs are based on a working day of 8am to 5pm Monday to Friday (excluding Bank and other Public Holidays) and any work carried out outside these times at the express or implied request of the Customer shall be subject to surcharge. All prices are exclusive of Value Added Tax or other tax imposed which shall be charged by the Company and paid by the customer at the prevailing rate at the relevant tax point

8. PAYMENT

It is the essence of the Contract that payment in full shall be made by the Customer on or prior to delivery or, where a credit account has been approved by the Company, within 28 days of the date of invoice by the Customer and in the event of late or non or partial payment the Company shall be entitled to suspend or terminate the Contract without prejudice to any pre-existing rights it may have. Interest shall be payable by the Customer on any monies due to the Company at a rate equal to one-and-one-quarter times the Base Rate of HSBC Pic from time to time in force from the date on which payment is due to the date of payment. The Customer shall not in any circumstances deduct by way of set off from any monies due to the Company any monies due or allegedly due to the Customer from the Company and no retention of any kind shall be made unless the amount and period are specifically agreed by the Company in writing.

9. DELIVERY

(a) Unless otherwise expressly agreed in writing all prices given by the Company are ex-works and where delivered prices are given by the Company such prices are based on units being delivered in full loads by articulated vehicles up to 44 tonnes GVW and by the shortest practicable road route. No liability of any kind will attach to the company for any diversion or deviation from such route caused by circumstances outside the reasonable control of the Company and any resulting costs incurred by the Company shall be payable to the Company by the Customer. The Conditions of Carriage of the Road Haulage Association current at the time of delivery shall apply to all deliveries. Delivery will be to or as close as a laden vehicle can approach with reasonable safety to the site of the Customer, and unless the Contract specifically includes unloading the Customer shall be responsible for completing unloading within two hours of the time of arrival as specified by the Customer or if no such time shall be specified or delivery be delayed due to circumstances outside the control of the Company then within two hours after arrival, failing which the Company shall be entitled to levy demurrage charges at its rates prevailing at the time. The Customer shall provide a suitable surface to carry the weight of the delivery vehicle and its load. The Company shall not be liable for damage of any kind caused by the weight of the delivery vehicle, whether loaded or unloaded, and if delivery is requested by the Customer to a place off a hard roadway the Customer shall be solely responsible for any accident or damage or loss of any kind resulting thereby and the goods shall be at the Customer's risk so long as the vehicle is not entirely on a hard roadway. Deliveries requested by the Customer outside a normal working day as defined in Clause 7 hereof shall incur a surcharge. Risk in the goods shall pass to the Customer when the Customer or its representative makes physical contact in any way with the goods or any part thereof at or near the site of the Customer. The Company reserves the right to charge for any bearers, packers, pallets or other delivery packaging which shall not be returned to the Company within one month after delivery.

(b) If delivery of any goods shall be postponed or deferred by the Customer, such goods shall be held by the Company at the risk of the Customer who shall pay the full price of the goods within 28 days of notice from the Company that such goods are available for delivery and the Customer shall also be responsible for all handling and storage charges at the rate of 220 pence per tonne per week or part thereof (or such other rate as may appear in the quotation on which the order is based) to the date when the goods are delivered.

(c) A charge will be made by the Company for all pallets or bearers or similar packing materials properly used in connection with the delivery of the goods at the Company's list price of such pallets or bearers or similar packing materials prevailing at the time of delivery and the invoice incorporating such charge will be paid by the Customer in accordance with the terms of payment set out herein. The return of such pallets to the Company is the responsibility of the Customer, who will be credited by the Company with the value of all undamaged pallets so returned, subject to the Customer producing a delivery advice note relating to such return signed by a representative of the Company.

10. QUANTITIES

Orders are accepted by the Company subject to the goods ordered being available when required in the quantities needed. Prices are calculated on the basis of materials and quantities set out in the quotation to which the order relates, and orders for differing quantities or any other change in an order placed by the Customer or failure to provide the Company with full and complete details and instructions may result in a variation in price by the Company.

11. SHORTAGES & DEFECTS

The Company's delivery note must be signed (giving notice of any damage or short delivery to the goods) by or on behalf of the Customer at the time of delivery. Notice of any claims for short delivery, damage, or goods not in accordance with specification must be received in writing by the Company within seven days of delivery, and the liability of the Company in such cases shall be limited to the delivery or (at the option of the Company) repair or replacement as the case may be of the goods, in question and for that purpose the Company shall be afforded a reasonable opportunity within seven days of receipt of such notice of examining the goods in the state they were in at the time of delivery. Since goods of the type supplied by the Company are normally incorporated into buildings and structures, the Company will only supply goods on the basis that its liability for goods proved to be of defective manufacture shall expire six months from the date of delivery and shall in no circumstances exceed the value of those goods.

12. TIME

The Company will endeavour to meet all times and dates for delivery, but unless otherwise agreed in writing times and dates for delivery shall not be of the essence of any contract.

13. SUB-CONTRACTING & ASSIGNMENT

The Company may sub-contract or assign all or any part of any contract, but the Customer shall not assign all or any part of any contract without the consent of the Company.

14. WARRANTIES

(a) The Company warrants that the goods shall be of sound workmanship and materials and shall comply with specification but no representation or warranty is given as to the suitability or fitness of the goods for any particular purpose and the Customer shall be totally responsible therefor and acknowledges that it has not relied on the skill or judgement of the Company in selecting the goods for any purpose. The Customer shall have no right of action in respect of any terms or representations made by or on behalf of the Company whether orally or in writing or otherwise, which may have been made prior to any contract.

(b) In the event of the Customer requiring the Company to enter into collateral warranties, such warranties shall be on the Company's standard Form of Warranty and shall be limited in number to two per contract.

15. AUTHORISATIONS & PATENTS. ETC

(a) The Customer warrants that it has obtained all necessary authorisations relating to the execution of the contract and that any design or instruction furnished to the Company shall not cause the Company to infringe any patent registered designs trade or service marks in the execution of the Contract and the Customer shall indemnify the Company against all claims actions and costs made or brought against the Company in respect of the infringement of any United Kingdom or foreign patent trade or service mark trade name copyright registered design or similar right.

(b) The Company shall be entitled to apply or affix or emboss or otherwise show whether permanently or temporarily its corporate logo or name or identification or design or trademark on the goods as the Company shall reasonably decide.

16. DESIGNS

Approval of working drawings and any quantities shall be the responsibility of the Customer. The preparation of working drawings shall not impose any liability of any kind on the Company. All designs, drawings, specifications, illustrations and calculations furnished by the Company (which in the absence of agreement to the contrary will be limited to two copies) and shall remain its property and shall be treated as confidential and not revealed to any other party without the consent of the Company.

17. TESTING & CERTIFICATES

If so required by the Customer the Company will carry out appropriate testing and use its best endeavour to grant or obtain appropriate certification in respect of the goods and the Customer will pay to the Company the reasonable cost thereof.

18. RISK & TITLE

Risk in goods shall pass to the Customer on delivery or if the Customer shall delay or refuse to accept delivery for any reason then at such time as the Company shall notify the customer then the goods are available for delivery but title in goods shall in no circumstances pass until payment of all monies due to the company has been made therefor by the Customer or until the goods shall have been resold in a bona fide sale at market value by the Customer or permanently incorporated into any building or structure by the Customer, and until such payment or resale or incorporation the Customer shall hold the goods as bailee for the Company and store them identified as the property of the Company separately from any other goods and insured against all risks. For the avoidance of doubt any goods in the possession of the Customer of a type which could have been supplied by the company shall be deemed to have been so supplied unless the Customer produces evidence to the contrary, and all goods supplied by the Company to the Customer shall be deemed to be used in the order in which they were delivered unless the Customer produces evidence to the contrary. It is expressly agreed that by placing an order with the Company the Customer grants to the Company an Irrevocable Licence to enter without hindrance at any reasonable time without notice any premises of the Customer and remove any goods supplied or deemed to have been supplied by the Company which have not been paid for, and the Customer will indemnify the Company in respect of any claims against the Company in respect of such entry and removal.

19. FORCE MAJEURE

The Company shall not be responsible for any failure to meet any of its obligations hereunder if such failure results either directly or indirectly from any circumstances outside its reasonable control.

20. SUSPENSION OR CANCELLATION

If the Customer shall be in breach of any obligations to the Company or shall in the reasonable opinion of the company be insolvent then by notice from the Company the price of all goods delivered by the Company to the Customer or manufactured by the Company for the Customer shall become immediately payable to the Company which shall have the right without liability to cancel the supply of some or all of the goods and to recover from the Customer the price of or any loss on resale of such goods, as the case may be, and the Customer shall pay to the Company any production and associated costs (including standing time for plant and equipment) and loss of overhead recovery and profit and any other losses flowing from the breach by the Customer.

21. LIABILITY & INDEMNITY

The Company shall not be liable for any consequential or indirect loss whether arising from breach of duty in contract or tort or in any other way including loss from the negligence of the Company and it is an express provision that the Customer shall indemnify the Company against all claims in respect of loss, damage or injury (except for death and personal injury caused by the negligence of the Company or in respect of its liability under The Consumer Protection Act 1987) direct or indirect or consequential, suffered or sustained by any party, arising in any way out of or as a result of any contract between the Company and the Customer or any goods supplied by the Company thereunder.

22. DISPUTES

If any dispute shall arise between the Company and the Customer concerning these conditions or the contract or the subject matter thereof it shall be referred at the option of the Company either to the court or to a single arbitrator appointed by agreement between the Company and the Customer or failing agreement by the President for the time being of the Royal Institution of Chartered Surveyors on the application of the Company and the decision of such arbitrator on such dispute and on the costs of the arbitration shall be final and binding on both parties, and pending such decision the Customer shall at the time when such arbitrator shall be appointed make payment of all outstanding monies due to the Company in respect of the matters in dispute to such arbitrator as stakeholder.

23. NOTICES

Any notice shall be properly serviced on the Company if sent by prepaid recorded delivery post addressed to the Company Secretary at its registered office and on the Customer if sent by prepaid recorded delivery post if a Company to its registered office or otherwise to its last known address and in all cases service shall be deemed to take effect 48 hours after posting.

24. INTERPRETATION & APPLICABLE LAW

The headings to these Conditions shall be disregarded in the interpretation of these Conditions, and if any part or parts of these Conditions shall be held to be unlawful or unenforceable then these Conditions shall be construed as if such part or parts were omitted. All contracts made with the Company shall be deemed to have been made in England and shall be interpreted in accordance with English law.