

## L&S Concrete – Conditions of Sale (1 of 2)



1	Basis of Supply	The quotation is a standing offer from L&S Concrete a division of L&S Waste Management Limited (the "Company") to sell ready mixed concrete and contracts will be formed when the customer orders concrete and agrees the required time of delivery. All quotations are valid for a period of 30 days from the date of issue after which time the Company reserves the right to reject the order.
2	Access for Delivery	The customer shall provide and clearly indicate to the Company a safe and proper route from the adopted metalled highway to the discharge point and the customer shall indemnify the Company (both for itself and as agent and trustee for any other person operating any vehicle making a delivery) against damage or loss which may result from a failure to do so. Any vehicle ordered off the metalled highway which causes either damage to that vehicle or results in the vehicle requiring recovery assistance, the customer accepts full liability and all costs for all such events. All reversing vehicles are to be supervised by the representative of the customer at all times. The customer's representative will be required to sign for receipt of the concrete and in doing so they will accept full responsibility for the concrete thereafter.
3	Delivery Tickets	In respect of each delivery the customer shall ensure that an authorised person will sign the delivery ticket. The signature confirms the following <ul style="list-style-type: none"> <li>a) The customer acknowledges that the mix description set out on the delivery ticket describes the concrete required by the customer.</li> <li>b) The customer authorises any additions to the concrete of water or of any other materials.</li> <li>c) The time of vehicle's arrival on site, the time that the concrete discharge commences, the time of the completion of the concrete discharge and the time that the vehicle leaves the site.</li> </ul>
4	Variation of Mix Description	Where the Company complies with a request from the customer or from a person reasonably believed by the Company to be acting on the customer's behalf for a variation in the mix description of a delivery, the customer shall accept any consequential variation in the properties and/or constituents of that delivery and any additional costs incurred.
5	Concrete Testing, Strength etc.	A reference to strength class is (unless otherwise agreed in writing) a reference to compressive strength assessed: <ul style="list-style-type: none"> <li>a) by making (in accordance with BS EN 12390) cubes from samples taken (in accordance with BS EN 12350) from a delivery at the time of discharge from the vehicle making the delivery.</li> <li>b) by carrying out (also in accordance with BS EN 12390) compressive tests on such cubes.</li> <li>c) by interpreting (also in accordance with BS EN 206/BS EN 8500-2) the results of the tests.</li> </ul> A reference to any other property and/or to the constituents of a delivery is (unless otherwise agreed in writing) a reference to such property and/or constituents as assessed by carrying out a test (or tests) in accordance with any appropriate BS EN and by interpreting the result (or results) on a basis agreed in writing. All customers requesting testing will be charged.
6	Express Terms	The customer shall not be entitled to rely upon a delivery reaching a particular strength or as being fit for a particular purpose unless (in either case) an express term to that effect is set out or referred to on the delivery ticket.
7	Breach of Contract	Where the customer makes claim against the Company in respect of a breach of contract made on the terms of the quotation in relation to any alleged failure of concrete to correspond with the mix description or any variation of it which may have been incorporated into such contract: <ul style="list-style-type: none"> <li>a) immediately after the time when such a breach is first suspected the customer shall give the Company a written notice within 24 hours of such claim which includes the reasons for suspecting such a breach and precise position in which the concrete in question was placed; and any such notice shall in any event be given within seven days after the delivery of the concrete in question or within any reasonable longer period which the customer may show to be necessary due to circumstances beyond his control (or in the case of any claim that the volume of a delivery did not correspond with the volume shown on the delivery ticket which accompanied it within two days after its delivery);</li> <li>b) from time to time the customer shall give the Company all facilities which the Company may reasonably require to check any assessments made or to be made;</li> </ul>

### HEAD OFFICE

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7	Breach of Contract (Continued)	<p>c) upon request from the Company the customer shall permit the Company to carry out its own assessments and in particular (subject to its doing so as quickly as is reasonably practicable) to inspect to sample and to test the concrete in question in situ and to investigate and to advise on any remedial action;</p> <p>d) within six calendar months after any delivery or within any reasonable longer period which the customer may show to be necessary due to circumstances beyond his control the customer shall submit to the Company in writing a final claim giving details of each item of cost or the repair or reinstatement thereby necessitated; the customer shall establish that such breach has occurred.</p>
8	Liability	Where the customer does not act in accordance with clause 7 any claim or right in respect of any such breach of contract shall be deemed to have been waived and to be absolutely barred. Where the customer does act in accordance with clause 7 the Company's liability in respect of any such breach shall be limited to the direct costs which would necessarily be incurred by the customer in the breaking out and in the removal of any concrete in question and to any replacement by the Company of the concrete in question and to any other direct costs which would necessarily be incurred by the customer in carrying out repair or reinstatement. The Company shall not be liable for indirect or consequential damage or loss in relation to any breach ( whether of the type referred to in clause 7 or otherwise). If the defect in the goods should have been revealed by examination on delivery, the Company's responsibilities in respect of such defect shall be limited to the delivery of a fresh supply of the goods.
9	Ownership of Concrete	The ownership of concrete shall pass to the customer at the moment of its discharge from the vehicle making its delivery. The placement, management, curing and protection of the product is the full responsibility of the customer. Title of the concrete transfers when all accounts are paid in full by the customer or beneficiary to the Company.
10	Credit	Any credit facility allowed to the customer by the Company may be altered or withdrawn at any time.
11	Waiting Time	The Company reserves the right to make a "Waiting Time" charge for the time during which a vehicle making a delivery is held on site in excess of a period of thirty minutes acceptance and discharge time. Thereafter "Waiting Time" shall be charged at the rate quoted.
12	Working Hours	The Company reserves the right to make a charge equal to the reasonable additional costs incurred as a result of its making deliveries outside its normal working hours. Which are as follows: - Monday-Friday 07.00 am-6.00 pm, Saturday 7.00 am-1.00 pm. The costs are detailed on the quotation.
13	Quantity	The Company's quotation is based on the approximate quantity of concrete which the customer has informed the Company that they will require.
14	Price Increases	In the event of an increase in the Company's costs the Company reserves the right to increase its prices at any time.
15	Act of God, etc	Notwithstanding any agreement reached pursuant to Clause 1 the Company shall not be liable for damages for delay in delivery caused by Act of God by force majeure by war by riot by civil commotion by military or usurped power by Government order direction or legislation by fire by accident by strike by industrial action short of a strike by lockout by adverse weather conditions by delays to transport or by any other matter whatever over which the Company has not control.
16	Waiver of Terms	No waiver or variation of these conditions shall be affected unless confirmed in writing by a Director of the Company.
17	Conflicting Terms	Any other terms or conditions which the Company may seek to introduce (whether before or after the date of the quotation) shall be of no effect and order for or an acceptance by the customer or a delivery to which the quotation refers shall be deemed to be on the terms of the quotation and not otherwise.
18	Ordering	A minimum 24 hours notice is requested for all deliveries. All times requested or given are estimated times and are at no time guaranteed. The Company accepts no consequential losses of any kind for time delays, breakdown, weather or material supplies. Any orders accepted within 24 hours are by agreement between customer and supplier. An order increased on the day will be classed as another new order and any additional costs incurred to serve the additional order shall be passed on.
19	Conformity	The declaration of conformity made by the Company's delivery ticket does not apply to: (a) Aerated Concrete (b) Foamed Concrete (c) Concrete with a density less than 800kg (d) Mortars (e) Sand/cement screeds (f) Slurries (g) Where extra water has been added at the customers request.
20	Warning	Ready mixed Concrete can cause injury by burning. Protective clothing must be worn at all times. If contact is made with the skin the affected area must be washed immediately.



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