



REMIX DRY MORTAR LTD

CONDITIONS OF SALE

1. In these conditions:
 - (a) Remix Dry Mortar Ltd is called "the Company".
 - (b) "the customer" means the person firm or company purchasing goods from the Company.
 - (c) "the Goods" means any goods to be supplied by the Company in accordance with these Conditions.
 - (d) "Delivery" includes collection of Goods by the Customer.
2. These Conditions apply to all agreements for the sale of goods by the Company to the Customer to the exclusion of all other terms and conditions which the Customer may purport to apply under any purchase order or in correspondence or elsewhere. The Company shall not be liable to the customer for loss arising from or in connection with any representations made by the Company's employees or agents except as appear on the face of this document. The Customer shall be responsible for any representations made to the Company for any matter in connection with the Goods, whether made before or after a contract for the supply of the Goods comes into force.
3. No order submitted by the Customer will be deemed to be accepted by the Company unless and until confirmed in writing by the Company. The Customer may not cancel or amend any order (save pursuant to Condition 4(b) below) except with the agreement of the Company in writing and the Company reserves the right to recover any loss incurred as a result of cancellation or amendment.
4.
 - (a) The price of the Goods (exclusive of VAT which the Customer must also pay) shall be the Company's quoted price. All prices quoted are valid for one month only unless stated otherwise in writing.
 - (b) The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of Goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as alterations of duties or significant increase in the costs of labour materials or other costs of manufacture) any change in delivery rates, quantities or specifications of the Goods requested by the Customer or any delay caused by the Customer provided that the Customer may cancel this Agreement within 7 days of any such notice from the Company.
 - (c) In the event that the Company agrees to supply Goods at a fixed price, such price shall remain fixed for a maximum of 6 months from the date of the quotation after which prices may be increased by written notification to the Customer.
 - (d) Prices may be increased in the event that the Customer fails to purchase all the Goods which are stated in a particular quotation or agreed or indicated in representation made prior to a contract for the supply of Goods coming into force.
5.
 - (a) Where the Company has agreed to supply the Customer on credit terms the Company will invoice the Customer on or after delivery of the Goods and the Customer will make payment within 30 days of the date of invoice. If the Customer fails to make any payment on the date due the Company shall be entitled to suspend any future deliveries and appropriate any payment to any Goods as they may determine.
 - (b) Credit terms may be amended or withdrawn at any time at the Company's sole discretion.
 - (c) In consideration of being granted credit terms by the company the Customer agrees to be bound by these conditions.
6.
 - (a) Except when the Customer collect the Goods, delivery of the Goods is made by the Company making delivery of the Goods to the Customer's premises or other place agreed.
 - (b) The Company's quotation is based upon safe and easy access for their vehicle for delivery and collection of materials and goods. In the event that in the opinion of the Company such access is not available or any road or ground over which the Company's vehicle would have to travel is unsuitable, the Company reserves the right to refuse to deliver or collect. Should the Company incur any additional costs in making a delivery by reason of an unsatisfactory or unsuitable road or ground the Company shall be entitled to recover the extra costs by way of increase in the quoted price.
 - (c) Any delivery dates or delivery times quoted are approximate only and the delivery company shall not be liable for delay in delivery nor shall the Customer be entitled to refuse to accept the Goods because of late delivery.
 - (d) The prices quoted by the Company only cover delivery or collection on normal working days during normal working hours. All deliveries made on Public holidays, Sundays or Saturday afternoons or any other time outside normal working hours will be charged for by the Company as an increase to the quotation price.
 - (e) Any Customer ordering Company's vehicles off the road do so at their own risk and responsibility.
 - (f) The Customer shall be responsible (where appropriate) for the unloading of the Goods and (in the case of Goods delivered in the Company's truckmixers) for supervising discharge. Additional charges will be made if unloading or discharge is not completed within 30 minutes of arrival of the Company's delivery vehicle at the customer's site or premises.
 - (g) Additional charges will be made by the Company if materials are required in part loads or in smaller consignments than agreed between the Company and the Customer.
7.
 - (a) Risk of damage to or loss of the Goods will pass to the Customer on delivery, collection, or discharge as the case may be.
 - (b) Title in the Goods will not pass to the Customer until the Company has received in cash or cleared



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- funds payment in full for the Goods the subject of this Agreement and for all other goods agreed to be sold by the Company to the customer or which payment is then due and all other amounts outstanding and payable by the Customer to the Company. All payments due to the Company shall be made in full without retention, counterclaim or deduction except where the Company agrees to issue a credit note. The Customer shall not have any right of set-off against the Company.
- 8.
- (a) The specification for the Goods, as noted in the Company's quotation or delivery note shall comply as appropriate with the following:
 - (i) British Standards where an appropriate British Standard exists for the Goods and/or
 - (ii) A Specification proposed by the Customer and/or
 - (iii) A Specification agreed between the Company and the Customer.
 - (b) The Customer shall be entirely responsible for any specification he provides and for the consistency, workability, handling and application of the Goods including (but not limited) the addition of water or any other substance to the Goods. The Customer is deemed to have sole knowledge of the use, application and handling of the Goods and the Company accepts no liability for unsuitable use, application or handling.
 - (c) Where the Customer undertakes to supply the Goods in accordance with British Standards, compliance of the Goods at the time of collection, delivery or discharge, (as the case may be), shall be determined solely by the appropriate British Standard for sampling, testing and the interpretation of test results.
 - (d) Subject to the foregoing conditions 8(a) to (c) the Company warrants that at the time of delivery or collection the Goods will comply with the specification and will be free from defects.
 - (e) Subject as expressly provided in these conditions and except where the Goods are supplied to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977 amended) all warranties, conditions or other terms implied by title or common law are excluded to the fullest extent permitted by law.
 - (f) The Company shall not be liable for any default beyond its reasonable control.
- 9.
- (a) Any claim by the customer which is based on the quantity, quality or condition of the Goods or failure to correspond with the specification referred to in Condition 8(a) shall be notified to the Company in writing immediately after discovery of the said defect and in any event no later than 7 days in the case of Goods supplied and in any event no later than 7 days in the case of Goods supplied pre-packed or in silos and 35 days in the case of Good supplied in the Company's truckmixers. If the Customer does not notify the Company accordingly the customer shall be deemed to have accepted the Goods and shall not be entitled to reject them. The Company shall have the right to investigate any claim and the Customer shall provide the Company with any test results or other relevant documentation in the customer's possession. In the event that the Customer alleges a defect in the Goods and subsequent investigations or tests show that the Goods comply with specification, the Customer shall reimburse the Company for any costs incurred by the Company in investigating the alleged defect.
- (b) Where any claim is notified in accordance with Condition 9(a) and proved to be valid to the Company's satisfaction, the Company shall be entitled to repair or replace the Goods free of charge or at the Company's sole discretion refund to the Customer the price of the defective goods (or a proportional part of the price) but the company shall have no further liability to the Customer. Without prejudice to the generality of the foregoing the Company's limitation of liability excludes any other charges whatsoever including costs associated with delays, temporary works or demolition or reconstruction of any structure or part thereof not containing the defective Goods.
- (c) Except in the case of death or personal injury caused by the Company's negligence the Company shall not be liable for any consequential loss arising from the supply of the goods.
10. All sums owed by the Customer in respect of the Goods will immediately become due and the Company will be entitled to suspend all future deliveries and/or treat all outstanding orders as cancelled and/or terminate this agreement and all other contracts with the customer and/or take possession of any Goods if any of the following occur:
- (a) The customer fails to pay for the Goods or otherwise breaches this Agreement.
 - (b) Any distress in execution is levied on the Customer goods.
 - (c) The Customer offers to make any arrangement with its creditors
 - (d) The Customer is unable to pay its debts as they fall due.
 - (e) Any resolution or petition to wind up the Customer is passed or presented.
 - (f) A receiver administrator or administrative receiver or manager is appointed over the Customer's business or assets.
11. The Company will provide the Customer with information to enable the Goods to be handled and used without danger to health and safety. The Customer shall be responsible for compliance with the same. **THE CUSTOMER IS PARTICULARLY WARNED OF THE NEED TO TAKE CARE IN THE HANDLING OF THE GOODS, WHICH CAN CAUSE SKIN IRRITATION, BURNS AND DISEASES.**
- 12.
- (a) Any notice given by either party shall be in permanent readable terms addressed to the other at its registered office, principal place of business or last known business address.
 - (b) This agreement shall be governed by the laws of England.



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CONDITIONS OF SILO HIRE

1. In these Conditions
 - (a) Remix Dry Mortar Ltd is called "the Company".
 - (b) "The Hirer" means the person or company entering into this hiring contract with the Company.
 - (c) "The Equipment" means the equipment hired by the Hirer, together with any accessories replacements, renewals or additions thereto.
2. These conditions form part of the contract for the hire of the Equipment by the Company to the Hirer and shall prevail over any inconsistent terms or conditions contained or referred to in the Hirer's order or in correspondence or elsewhere and all or any conditions stipulations contrary to these are hereby excluded and extinguished. No employee has authority to vary or add to or depart from these terms or make any representation about the Equipment or the contract made herein.
3. The minimum period of hire shall be one week.
4. The period of hiring shall be deemed to commence on the date when the Equipment delivered to the Hirer's site (called the "commencement date") and shall terminate on the date when the Equipment is removed from the Hirer's site (hereinafter called the "termination date") except where the provision of Condition 10(b) apply.
5. Hire charge ("Rent") shall be at the rate given on the Company's quotation for a minimum of one week commencing on the commencement date and shall thereafter continue at the said rate save that the Company shall be entitled at any time after the said period of one week by giving not less than 7 days notice in writing to the Hirer to increase the said charges for similar equipment. The Hirer shall pay Rent for the period commencing on the commencement date until the termination date by weekly instalments in arrears.
6. The Hirer's acceptance of delivery of the Equipment shall be conclusive evidence that the Hirer has examined the Equipment and found it to be complete in accordance with the description on the Hire contract and in good order and condition and fit for any purpose for which it may be required.
7. The Company shall not be liable for any loss or damage whatsoever, including delay in delivery arising directly or indirectly from or in connection with the Equipment or its use (save for the Hirer's liability for death or personal injury, caused by the negligence of the Hirer's employees or agents). The Hirer shall fully and completely indemnify the Company in respect of all claims in connection with or arising out of the Equipment and in respect of all costs and charges in connection therewith whether such use of the claim arise under statute common law or otherwise. The Hirer shall effect the necessary insurance to support such indemnities and produce evidence thereof to the Company if required to do so.
8.
 - (a) The Company, its employees and/or agent shall at all reasonable times have access to the Equipment for the purpose of inspecting it and testing its condition.
 - (b) The Hirer shall not without prior written consent of the Company make any alterations, additions or improvements to the Equipment and such alterations, additions or improvements so made shall belong to and remain property of the Company without cost to the Company.
9. No condition or warranty whatsoever whether express, implied or statutory has been or is given or made by or on behalf of the Company in relation to the quality of the Equipment or its fitness for any particular purpose and any conditions and warranties are hereby excluded to the fullest extent permitted by law.
10.
 - (a) The Hirer shall immediately notify the Company of and shall indemnify the Company against any loss or damage to the Equipment.
 - (b) No loss or damage the Equipment or any part thereof shall affect or impair the obligations of the Hirer under this Agreement which shall continue in full force. In the event of loss or damage to the Equipment the Customer shall continue to pay rent until the date on which the Equipment is repaired or replaced, together with the costs incurred by the Company in effecting such repair or replacement.
11.
 - (a) Any repairs or replacement to the Equipment shall be carried out by the Company and the Hirer shall upon demand reimburse to the Company the cost thereof.
 - (b) In the event of breakdown of the Equipment for reasons which the Hirer is not responsible the Hirer shall not be liable for the costs of repair, but the Company shall replace the Equipment promptly. In the event of such breakdown the Company's liability shall be limited to the prompt replacement of any Equipment. The Company shall not be liable for any expense caused to the Customer by such breakdown.
12.
 - (a) The Hirer shall have no right of property in the Equipment except the right to use the Equipment as a Hirer on the terms and conditions of this Agreement.
 - (b) The Hirer shall not sell assign let or hire mortgage, pledge, charge, suffer any diligence distraint or execution to be made upon or in any way dispose or part hereof or allow any lien to be created thereon.
 - (c) The Hirer shall not use the Equipment in any location other than the location specified.
13.
 - (a) If the Hirer shall fail to pay any rent or other sum payable under this Agreement within 7 days of it becoming due (whether demanded or not) or fail to observe or perform any of the terms conditions of this Agreement whether expressed or implied or shall do or allow to be done any act or thing which in the opinion of the Company may jeopardise the Company's rights in the Equipment or any part thereof, or causes the Company or the Hirer to incur any liability to any third party, then in each and every such case the Company may by notice writing sent to the Hirer forthwith or at any time thereafter for all purposes terminate this Agreement.