**Standard terms and conditions which apply to the sale of concrete, aggregates, asphalt, bitumen, emulsion and/or mortar by any member of the Breedon Group in the UK and Ireland**

**1 July 2024**

**PLEASE NOTE IN PARTICULAR CLAUSE 3.5 (ADDITIONAL CHARGES) AND CLAUSE 10 (LIMITATION OF LIABILITY)**

## 1. BASIS OF THE CONTRACT

1.1. All Materials sold by the Company shall be subject to these Conditions, and any Contract shall be on the basis of these Conditions to the exclusion of all other terms and conditions.

1.2. Any Quotation issued by the Company may be withdrawn at any time before acceptance of an order and shall be deemed to be withdrawn if an order is not received within 30 days of its date. The Purchaser is responsible for ensuring the terms of any Quotation are complete and accurate.

1.3. A Quotation does not constitute an offer to supply the Materials on any other basis than a Contract incorporating these Conditions and no contract shall exist until there has been an order from the Purchaser which has been accepted by the Company and any such order shall be deemed to be an offer by the Purchaser to buy the Materials subject to these Conditions.

1.4. The quantity and description of the Materials shall be as set out in the Delivery Ticket or the Quotation.

1.5. The Company reserves the right to make any change to the specification of the Materials which does not materially affect the quality and performance of the Materials or which is required by law or applicable regulatory requirements.

1.6. Any purported amendment or variation to these Conditions or purported cancellation by the Purchaser of the Contract in whole or in part shall have no effect unless expressly agreed in writing and signed by an authorised representative of the Company.

1.7. Subject to Clause 10.3.6 (Limitation of Liability) the Purchaser acknowledges that it has not relied on any statement, promise or representation in relation to the Materials (including its use, strength, fitness for any purpose, surface area yield, storage or handling) made or given by or on behalf of the Company either before or after the date of the Contract which is not set out in the Contract.

1.8. All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's literature or the Website are issued for the sole purpose of giving product information in relation to the Materials described in them. They shall not form part of the Contract or be treated as a description of the Materials unless expressly stated in the Quotation. Where the Company provides a sample of the Materials which are later supplied in bulk the Company does not guarantee that every item in the bulk corresponds with the sample. No Materials are sold by sample.

## 2. DEFINITIONS AND INTERPRETATION

2.1. In these Conditions:

**Additional Charge** means any additional charges payable in addition to the Contract Price pursuant to these Conditions.

**Applicable Laws** means all applicable laws, statutes, secondary legislation, bye-laws, regulations, directors, common law, judgements, orders or decisions of any court, codes of practice, guidance notes and circulation (which have legal effect) and directions by any regulatory authority as amended, modified

or varied and in force from time to time.

**Breedon Group** means a member of the Breedon Group of companies, further details of which can be found on the Website, including: Breedon Trading Limited (CRN: 00156531), Breedon Cement Limited (CRN: 08284549), Breedon Cement Ireland Limited (CRN: IE237663), Breedon Group Services Limited (CRN: 02723957), Breedon Employee Services Ireland Limited (CRN: IE410580), Whitemountain Quarries Ltd (CRN NI018140), Breedon Surfacing Solutions Ireland Limited (CRN: IE115014), Breedon Materials Limited (CRN: IE123494), Breedon Brick Limited (CRN: IE10541), Alpha Resource Management Ltd (CRN: NI059764), Minster Surfacing Limited (CRN: 04084446), Phoenix Surfacing Limited (CRN: 02577303), Robinson Quarry Masters Limited (CRN: NI009269), RT Mycock & Sons Limited (CRN: 05960383), Thomas Bow Limited (CRN: 04503934), Broome Bros. (Doncaster) Limited (CRN: 00724030), and/or Eco-Asphalt Supplies Limited (CRN: 13450225).

**Company** means the member of the Breedon Group selling the Materials to the Purchaser.

**Conditions** means the terms and conditions set out in this document and includes any special terms and conditions set out in the Company's quotation or otherwise agreed in writing between the Company and the Purchaser.

**Consumer** means either a UK Consumer or an ROI Consumer.

**Consumer Contract** means a contract between the Company and a Consumer (but excluding a Trader) for the sale of Materials incorporating these Conditions.

**Consumer Laws** means the UK Consumer Laws, Irish Consumer Laws and the Consumer Rights Directive.

**Consumer Rights Directive** means the European Directive on Consumer rights (Directive 2011/83/EU).

**Contract** means the contract between the Company and the Purchaser for the sale of Materials incorporating these Conditions.

**Contract Price** means the amount payable by the Purchaser to the Company pursuant to the Contract in respect of the supply of the Materials.

**Defect** means any material shortcoming or material non-conformity in the condition and/or attributes of the Materials as compared with the requirements of the Contract.

**Delivery** means (in the case of collected Materials) the time when the Purchaser is notified that the Materials are available for collection or (in the case of delivered Materials) the time when the Materials arrive at the Delivery Destination, subject to Clause 6 as the context permits.

**Delivery Destination** means (in the case of collected Materials) the place where the Materials are available for collection or (in the case of delivered Materials) the Purchaser's nominated site for Delivery and the point of discharge of the Materials.

**Delivery Ticket** means the proof of delivery/collection ticket to be signed by the Purchaser or the Purchaser's authorised representative and returned to the Company setting out various details including the Purchaser's details and a description of the product type and quantity, delivery date and purchase order number (and which may also include reference to and confirmation of acceptance by the Purchaser of these Conditions).

**Depot** means the place from where the Materials are delivered or collected.

**Due Date** means the end of the month following the month of delivery of the Materials to the Purchaser, or their collection by the Purchaser.

**Irish Consumer Laws** means European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (SI 484 2013/ROI).

**Losses** means all and any costs claims damages or liabilities whether direct or indirect suffered or incurred by the Company.

**Materials** means any goods, construction materials or products agreed in the Contract to be supplied by the Company to the Purchaser (including any part or parts of them) including concrete, aggregates, asphalt, bitmac, bitumen, emulsion, dense and lightweight concrete blocks and/or mortar whether supplied in bulk or bags or a form of container and shall (in the context of exclusions or limitations of the Company's liability contained in the Conditions or where the context admits or requires) include goods, materials or products as aforesaid which are defective or otherwise non-compliant with the obligations of the Company pursuant to the Contract or otherwise.

**Minimum Load** means such minimum loads as may be specified in the Quotation.

**Purchaser** means either a UK Consumer, an ROI Consumer or a Trader (whether person, firm or company) who purchases the Materials from the Company.

**Quotation** means the quotation, estimate or price for the sale of the Materials given by the Company to the Purchaser.

**Recommendations** means the recommendations relating to the Materials including the handling, transportation, storage, use, mixing, preparing, finishing, discharge, loading or health and safety of the Materials either made available by the Company or generally known in accordance with good industry practice or customs or contained in the Quality Certificate, Specification or as set out on the Website or literature relevant to the Materials, or otherwise as notified to the Purchaser orally or in writing.

**Relevant Currency** means the currency applicable in the Relevant Jurisdiction being either pounds sterling or euros.

**Relevant Jurisdiction** means the country in which the Company is registered.

**ROI Consumer** means an individual whose permanent place of residence is in the Republic of Ireland who is acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession in accordance with the Irish Consumer Laws and who is not either a UK Consumer or a Trader.

**Safety Data Sheet** means the relevant safety data sheet for the Materials available on the Website or delivered with the Materials.

**Site Rules** means all or any rules regulations or procedures relating to a Delivery Destination, a Depot and/or a Third Party Site including approvals, procedures, health and safety policies or action plans in relation to incidents as notified by the Company or the Third Party from time to time.

**Specification** means, save as provided for in Clause 4.2, the specification for the Materials are described in the Safety Data Sheet and in the relevant British, Irish or European standard applicable to the Materials in the Relevant Jurisdiction with any minor changes which do not materially affect the quality and

performance of the Materials or which is required by law or applicable regulatory requirements as set out in the relevant British, Irish and/or European standards applicable to the Materials in the Relevant Jurisdiction.

**Third Party** means any person firm or company other than the Purchaser or the Company.

**Third Party Site** means in the case of Materials which are to be collected by the Purchaser from a Third Party, the site belonging to the Third Party from which the Materials are made available for collection.

**Trader** means a person acting for purposes relating to that person's trade, business, craft, or profession, whether acting personally or through another person acting in the Trader's name or on the Trader's behalf in accordance with Consumer Laws and shall not include a UK Consumer or an ROI Consumer.

**Unsafe** means such matter, act or thing posing a risk, actual or potential, to persons, property or the environment, and for such purpose the **environment** means all or any of the following media namely air, water and land, and any natural organisms supported by any of those media.

**UK Consumer** means an individual whose permanent place of residence is in the United Kingdom who is acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession in accordance with section 2(3) of the UK Consumer Laws and shall not include either an ROI Consumer or a Trader.

**UK Consumer Laws** means the UK's Consumer Rights Act 2015 and the UK's Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

**Website** means any of www.breedongroup.com, www.1stMix.co.uk, www.breedon-special-aggregates.co.uk, or www.welshslate.com.

2.2. Headings are for convenience only and do not affect interpretation.

2.3. A reference to a particular law is a reference to that law as it is in force for the time being and from time to time taking account of any amendment, extension, variation or re-enactment and includes any subordinate legislation for the time being and from time to time in force made under it.

2.4. Words in the singular include the plural and in the plural include the singular.

2.5. A person includes a natural person, company or unincorporated association (whether or not having a separate legal personality). A reference to a party includes its personal representatives, successors or permitted assigns.

2.6. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2.7. A reference to writing or written includes email but not facsimile communications.

## 3. PRICE

3.1. Unless otherwise agreed by the Company in writing, the Contract Price for the Materials, whether delivered to or collected by the Purchaser, shall be calculated by reference to the prices set out in the Quotation in the Relevant Currency. The Contract Price for any order which is made by reference to weight or volume or cubic metre only shall be calculated accordingly.

3.2. The Contract Price may be increased at any time by the Company upon giving to the Purchaser at least one month's notice in writing. Any orders accepted by the Company after the expiry of the one month period referred to in this Clause 3.2 shall automatically be determined by reference to the increased rate.

3.3. Clauses 3.1 and 3.2 shall override any other provision relating to price in any estimate given by the Company or which the Purchaser seeks to impose, or incorporate, or which are implied by trade, custom, practice or course of dealing.

3.4. The Contract Price shall be exclusive of any VAT or other applicable sales taxes (save for those provided for in Clause 3.7) applicable in the Relevant Jurisdiction and of any Additional Charges, all of which amounts the Purchaser shall pay in addition to and on the same due date as the Contract Price for the Materials.

3.5. Without prejudice to any other rights or remedy available to the Company and, in the case of a Consumer only, subject to the Consumer's right of cancellation (if any), an Additional Charge may be made if:

3.5.1. the Purchaser incurs any of the additional charges set out on the Quotation; or

3.5.2. the Purchaser is notified prior to or at the time of acceptance of the order that an additional charge will be made for a delivery below the Minimum Load or where two different types of the Materials are loaded onto one vehicle; or

3.5.3. delivery is made outside the Company's normal working hours or on a bank or public holiday in the Relevant Jurisdiction; or

3.5.4. the Purchaser re-directs, refuses or fails to take or permit a delivery or fails to give sufficient delivery instructions or delays delivery; or

3.5.5. the Purchaser returns part of the delivery having failed to accept the full ordered quantity of Materials; or

3.5.6. the unloading of the delivery vehicle is delayed or the Materials are not discharged within the times permitted as are set out in the Quotation (time being of the essence for the purposes of this Clause 3.5.6); or

3.5.7. the delivery is aborted due to unsuitable or unsafe access to the Delivery Destination; or

3.5.8. the Purchaser makes a request to change the delivery dates, address, quantity or types of Materials ordered, or to change the Specification; or

3.5.9. the Purchaser varies or cancels any delivery without giving at least 48 hours' notice to the Company; or

3.5.10. the Purchaser changes a date for delivery of the Materials without giving at least 48 hours written notice to the Company; or

3.5.11. the Purchaser fails to return on request any mortar containers supplied by the Company to the Purchaser or if upon return to the Company the mortar container is not in a good and serviceable condition. The Purchaser shall not use the mortar container for any purpose other than the holding or distribution of mortar; or

3.5.12. the rate of aggregates levy or carbon levy increases.

3.6. Where the Purchaser has requested specialist admixtures or fibres be used in the manufacture of the Materials the Purchaser shall pay the Company in full the additional costs of the admixtures or fibres before the Company is obliged to deliver the Materials or otherwise perform the Contract, or where the Purchaser cancels any order after the Company has accepted a Contract with the Purchaser, the Purchaser shall pay the costs of these specialist admixtures or fibres in full to the Company as a debt due to the Company.

3.7. Unless stated otherwise on the Quotation, the Contract Price is inclusive of the aggregates levy and/or carbon levy due and payable at the appropriate rate (if any) in the Relevant Jurisdiction.

## 4. MATERIALS: SPECIFICATION AND USE

4.1. Subject to Clause 4.2 the specification and suggested use and application of the Materials are described in the Specification. The Company shall have no liability to the Purchaser as to the suitability of the Materials for any particular purpose and the Purchaser must rely on its own skill and judgment.

4.2. Where the Materials are bitumen or emulsion the specification for bitumen and/or emulsion shall be the manufacturer's specification specific to the grade of bitumen or emulsion being purchased.

4.3. The Company does not accept any responsibility or liability for the design of the Materials and the Purchaser must independently verify that its choice of Materials and proposed use of the Materials is suitable for its purpose, and the Purchaser must rely on its skill and judgement.

4.4. The Company shall not be liable for any Losses arising out of any failure to comply with all and any Recommendations.

4.5. The Company shall not be liable for (or for the characteristics of) any of the Materials which are, at the request of the Purchaser, not manufactured in accordance with the Specification.

4.6. The Purchaser acknowledges that the Materials may contain substances which may be Unsafe and the Purchaser shall take all necessary steps in the use of the Materials to ensure no such harm or damage is caused.

4.7. The Purchaser undertakes to the Company that it has in place all necessary permits, licences, consents and authorisations of any type whatsoever, in relation to the activities carried out by the Purchaser for which the Materials are required (**Authorisations**) or related to the nature and type of the Delivery Destination and its surrounding areas and habitat including without limitation, any engineering works in or around water courses at or near to the Delivery Destination. The Purchaser shall supply to the Company on request and prior to Delivery, copies of all Authorisations. The Company shall not be liable for any failure of the Purchaser to obtain or comply with the Authorisations.

4.8. The Company is under no obligation to do so, but if, in its absolute discretion, the Company provides sketches, plans, diagrams or similar documents in advance of the provision of the Materials, then any such material is intended for illustrative purposes only and is not intended to provide any form of Specification nor to guarantee specific results and shall not form part of the Specification. For the avoidance of doubt the Company is not liable for the design of the Specification or all or any part of the Materials.

4.9. Each provision of this Clause 4 which states that the Company shall not be liable for a matter or thing shall include an obligation on the part of the Purchaser fully and effectually to indemnify the Company from and against all Losses arising from or in consequence of that matter or thing.

## 5. PAYMENT AND DEFAULT

5.1. Save where Clause 5.4 applies and subject to Clause 5.5, payment of the Contract Price for the Materials shall be made in the Relevant Currency in cleared funds on or before the Due Date.

5.2. Time for payment shall be of the essence and notwithstanding any other provision of the Contract all sums owing to the Company under the Contract shall become due and payable immediately on its termination.

5.3. The Purchaser shall make all payments due under the Contract without deduction for set off, counterclaim, abatement or otherwise.

5.4. Where the Purchaser is a Consumer payment of the Contract Price for the Materials shall be made in the Relevant Currency in cleared funds on or before the Delivery of the Materials.

5.5. The Company reserves the right in its absolute discretion to require payment by the Purchaser for any Materials that have already been supplied by way of cleared funds before further Materials are supplied notwithstanding any previous agreement to provide credit to the Purchaser.

5.6. If the Purchaser:

5.6.1. fails to make any payment to the Company on the Due Date; or

5.6.2. suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts; or

5.6.3. exceeds any credit limit assigned to the Purchaser from time to time by the Company; or

5.6.4. commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts; or

5.6.5. has a petition filed, notice given, resolution passed, or order made, for or in connection with its winding up or bankruptcy; or

5.6.6. is the subject of an application to court or order for the appointment of an administrator or similar or analogous proceedings in the Relevant Jurisdiction; or

5.6.7. has a receiver or an administrative receiver or administrator appointed over any of its assets or similar or analogous proceedings in the Relevant Jurisdiction; or

5.6.8. is in breach of any term of this Contract and (where such breach is capable of remedy) fails to remedy such breach within 14 days of being so requested to do so by the Company; or

5.6.9. (being an individual) is the subject of a bankruptcy petition or order or similar or analogous proceedings in the Relevant Jurisdiction; or

5.6.10. (being an individual) dies or by reason of illness or incapacity (whether physical or mental), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or

5.6.11. suspends, or threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

5.6.12. suffers deterioration in its financial position to such an extent that in the Company's reasonable opinion the Purchaser's capability adequately to fulfil its obligations under the Contract has been placed in jeopardy; or

5.6.13. is in breach of the Contract or these Conditions;

then the full balance outstanding on any account between the Company and the Purchaser shall become immediately payable and the Company shall be entitled to do one or more of the following (without prejudice to any other right or remedy it may have):

(i) require payment in cash or cleared funds in advance of delivery of any undelivered Materials; or

(ii) immediately and without notice cancel or suspend any further delivery to the Purchaser under the Contract; or

(iii) immediately and without notice sell or otherwise dispose of any Materials which are subject of the Contract; or

(iv) terminate the Contract with immediate effect by giving notice to the Purchaser.

5.7. Where any payments or sums due to the Company under the Contract are not paid by the Due Date then the payments or sums remaining due shall carry interest at the rate of 8% per annum above Barclays Bank Plc base rate in force from time to time from the Due Date until the date on which the payment is made, whether before or after judgment. The Purchaser shall pay the interest together with the overdue amount.

## 6. DELIVERY

6.1. The Purchaser shall ensure that the Company has reasonable prior notice (which shall not be less than 5 Business Days) of the required time and date of delivery or collection, and where the Materials are being delivered, that the Company (or its agent or contractor) is given sufficient particulars of the Delivery Destination and in the case of orders for large pours or multiple pours on the same day or which exceed the Purchaser's available storage capacity, indicative times for delivery of given amounts of the Materials to ensure that the Company is able to deliver the Materials without returns.

6.2. The Purchaser shall ensure the Company is given an additional 5 Business Days' notice for any Materials containing one or more of the following:

6.2.1. specialist admixtures or fibres; and/or

6.2.2. steel fibres; and/or

6.2.3. a specific colour; and/or

6.2.4. a polymer modified binder.

6.3. If the Company is unable to deliver or prevented or delayed in delivering Materials because of inadequate instructions, insufficient storage capacity of the Purchaser at the Delivery Destination, unsuitable personnel at the Delivery Destination at the time of delivery to receive the Materials, inadequate or unsafe discharge conditions at the Delivery Destination, the Purchaser fails to take or permit delivery of the Materials, the Purchaser fails to obtain appropriate licences or authorisations, Delivery shall be deemed to take place at the time when the Company has tendered delivery of the Materials.

6.4. The Company shall use reasonable efforts to comply with any time or date agreed by the Company for delivery of the Materials, but any dates and times are intended for guidance purposes only and shall not be of the essence, and shall not be capable of being made of the essence by notice from the Purchaser. If no times or dates are agreed, subject to Clause 6.10 the Materials shall be delivered to the Purchaser within a reasonable time of the acceptance of the order. The Company may deliver the Materials earlier as well as later than any dates and times agreed by the Company, and the Purchaser must accept the delivery of the Materials accordingly.

6.5. The Company may deliver the Materials by separate instalments and each instalment shall be invoiced and paid for in accordance with the Contract. Each instalment shall for the purpose of delivery be treated as a separate supply and a failure to deliver any instalment or any claim by the Purchaser in respect of any instalment shall not entitle the Purchaser to repudiate, cancel or terminate the Contract.

6.6. The Company, its agents and/or contractors shall not be obliged to deliver any Materials to the Delivery Destination if the Company or its agents or contractors suffer failure of any of the safety equipment designed for use in the course of delivery by the Company, its agents or contractors; or where the access to the Delivery Destination, equipment at the Delivery Destination or onsite manoeuvrability of the Delivery Destination is unsuitable, hazardous or inadequate for the proper and safe unloading of the Materials, or where personnel at the Delivery Destination are rude, offensive or abusive to the Company's employees, contractors or agents. The Purchaser shall indemnify and keep the Company indemnified against any Losses arising from the access to the Delivery Destination, equipment at the Delivery Destination or onsite manoeuvrability of the Delivery Destination being unsuitable, hazardous or inadequate or the Purchaser's personnel being rude, offensive or abusive.

6.7. The Company shall not be obliged to deliver any Materials to any Delivery Destination where, in the opinion of the Company (in its absolute discretion), the Delivery Destination or route to the Delivery Destination is Unsafe or where the conditions for safe delivery have not been met (including the condition and state of repair of the receptacle for the Materials (if any)) or in the event of any such receptacle suffering any blockage in whole or in part or any other factor relevant to the rendering discharging of the load, in the reasonable opinion of the Company or the delivery driver, Unsafe.

6.8. The Company shall have no obligation to provide any Materials to the Purchaser in the event that the Company has no availability of Materials due to, without limitation, any of the following:

6.8.1. lack of mineral or material at any Breedon Group site whether due to production or operational issues or otherwise; or

6.8.2. lack of any other materials which are necessary for the Company to provide the Materials; or

6.8.3. lack of haulier services necessary to transport the Materials to the Purchaser; or

6.8.4. where the Company is prevented from leaving any Breedon Group site due to protestor activity within or around any Breedon Group site.

6.9. Any operational issues which may prevent the Company being able to supply the required volumes shall be notified to the Purchaser as soon as practicable.

6.10. If the Materials are to be delivered and left on a street or public highway the Purchaser is responsible for compliance with all laws and regulations applicable in the Relevant Jurisdiction and the Purchaser shall take all measures required to ensure the safety and protection at all times of persons or property. The Purchaser shall be responsible for all damages, liabilities, costs, claims, losses or expenses incurred or paid by any other person (including the Company) in connection with the Materials being left on a street or public highway.

6.11. The Purchaser shall ensure that it provides to the Company the correct address for the Delivery Destination and contact names for Delivery, and the Company shall have no liability to the Purchaser where the Company is not given sufficient information to enable it to deliver the Materials to the Delivery Destination, or where a neighbouring site to the Delivery Destination accepts the Materials intentionally or unintentionally.

6.12. The Company may terminate the Contract if the there is a material delay or failure to collect the Materials. For the purposes of this Clause 6.10, **material delay or failure** means a delay or failure of the Purchaser to collect, manage or move Materials from a Depot which (a) has a serious effect on the benefit the Company would otherwise derive from a substantial portion of the Contract or (b) is a continuing or repeated delay or failure.

6.13. Where the Purchaser is a Consumer, the Company shall use all reasonable efforts to comply with any time or date given or agreed by the Company for delivery or collection of the Materials, but any such dates and times are intended for guidance purposes only and shall not be of essence, and shall not be capable of being made of the essence by notice from the Consumer. Whilst time is not of the essence, delivery of Materials shall be made to a Consumer without undue delay and in any event within 30 calendar days from the date that the Contract was entered into, failing which the Consumer shall have the right to terminate the Contract.

6.14. In the event that delivery is not made to a Consumer within 30 calendar days from the date that the Contract was entered into and the Consumer exercises their right to terminate the Contract, then the Company shall reimburse to the Consumer the total amount that they have paid under the Contract.

6.15. Subject to Clause 6.12, the Company shall not be liable to a Purchaser for any Losses whether:

6.15.1. direct; or

6.15.2. indirect or consequential including, for the avoidance of doubt:

6.15.2.1. any liability to any third party;

6.15.2.2. pure economic loss;

6.15.2.3. loss of profits;

6.15.2.4. loss of business;

6.15.2.5. loss of goodwill); or

6.15.3. costs, charges or expenses

resulting from any delay in the delivery of the Materials or failure to deliver the Materials within a reasonable time (whether such delay or failure is caused by the Company's negligence or otherwise) subject to Clause 6.12. No delay or failure to deliver the Materials shall entitle the Purchaser to terminate the Contract unless it continues for 30 days or more.

6.16. Should the Purchaser not terminate the Contract under Clause 6.12, then any liability of the Company for continued non-delivery shall be limited to either:

6.16.1. supplying Materials equivalent to the delayed or non-delivered Materials, free of charge; or

6.16.2. issuing a credit note in respect of the delayed or non-delivered Materials at the pro rata Contract Price.

6.17. Where the Purchaser signs a Delivery Ticket or advice note this shall be conclusive evidence that the Materials have been inspected and accepted in full by the Purchaser.

6.18. Where the Purchaser signs the Delivery Ticket which details additional water has been added to the Materials or any other specific provisions relating to the Materials the Purchaser accepts full liability for the Materials and the Company shall have no liability for the Materials should any Defect subsequently arise.

6.19. The Purchaser shall, at no cost to the Company, make available to the Company, sufficient wash out facilities to enable any delivery truck to be cleaned before leaving the Delivery Destination.

6.20. Where the Purchaser is a Consumer the Company only supplies the Materials for domestic and private use. The Consumer agrees not to use the Materials for any commercial reasons or resale purposes.

## 7. INSPECTION AND SHORTAGES

7.1. The Company shall use reasonable endeavours to supply the quantity of Materials provided for by the Contract and to notify the Purchaser of any surplus or shortfall in the quantity of Materials delivered. The Purchaser shall not be entitled to object to or reject the Materials (or part) by reason of any such surplus or shortfall.

7.2. If the Purchaser has a claim for short delivery it must telephone the Company as soon as reasonably practicable and shall then advise the Company in writing within 48 hours of Delivery of any such claim (the **Notice Procedure**). The Purchaser shall use reasonable endeavours to assist the Company in putting in place measures for verifying a shortfall (including without limitation use of measuring boxes at the Delivery Destination, or use of the weighbridge at the Delivery Destination) the results of which shall be binding on the Parties, save in respect of fraud or manifest error.

7.3. Where the Company produces concrete to a mix prescribed by the Purchaser, the Purchaser acknowledges and accepts that the prescribed mix shall be batched to the as prescribed weights and the Company shall have no liability as to the volume of Material which may be produced or

yielded from that prescribed mix. The Company has no liability in respect of the yield of Material from a prescribed mix or otherwise.

7.4. The Purchaser acknowledges and accepts that in the case of mortar the volume delivered shall be based on measurements in units of approximately one third of a cubic metre tub and the Company cannot guarantee the volume of mortar delivered, save in respect of fraud or manifest error.

7.5. If the Notice Procedure is not followed the Materials will be deemed to have been Delivered in the quantities shown on the Delivery Ticket or, where there is no Delivery Ticket containing such details, the quantities shown on the consignment note, and the Purchaser shall not be entitled to make a claim in respect of an alleged shortfall in the Material.

7.6. Subject to Clauses 7.2 and 7.3 above, the Company's liability to a Purchaser for any shortfall is limited to:

7.6.1. making good the shortfall within a reasonable time; or

7.6.2. issuing a credit note for the shortfall at the pro rata Contract Price.

7.7. The Purchaser must also follow the Notice Procedure where it is or would have been apparent on a reasonable inspection at the time of Delivery that the Materials are not in conformity with the Contract. If the Purchaser fails to follow the Notice Procedure the Materials will be deemed to have been accepted and the Purchaser shall not be entitled to reject the Materials.

7.8. The Company shall not be obliged to provide to the Purchaser copies of any Delivery Tickets which are, at the time of the request from the Purchaser, more than six months old.

7.9. Nothing in this Clause 7 shall affect a Consumer's right of cancellation (if any) pursuant to these Conditions or the Consumer Laws.

## 8. RISK AND TITLE

8.1. Risk in the Materials (whether to be delivered to the Delivery Destination or to be collected from a Depot or from a Third Party Site) shall pass to the Purchaser on commencement of each loading of the Materials onto a vehicle at a Depot.

8.2. Ownership of the Materials shall not pass to the Purchaser until the Company has received payment in cleared funds of all sums owed by the Purchaser to the Company under the Contract and under any other contract between the Company and the Purchaser in respect of which payment has become due.

8.3. The Company shall be entitled at any time to recover any or all of the Materials in the Purchaser's possession to which the Company has title and for that purpose the Company, its servants or agents may with transport as is necessary enter upon any premises occupied by the Purchaser or to which the Purchaser has access and where the Materials may be or are believed to be situated.

8.4. The Company shall be entitled to recover payment for the Materials (and also VAT, other sales taxes and Additional Charges applicable in the Relevant Jurisdiction) from the Purchaser even though the ownership of the Materials has not passed from the Company to the Purchaser.

8.5. The Company shall be entitled at any time to inspect or recover any or all of the Materials in the Purchaser's possession to which the Company has title and for that purpose the Purchaser hereby

permits the Company or its servants, agents or contractors to enter upon any premises occupied by the Purchaser or to which the Purchaser has access and where the Materials may be or are believed to be situated.

8.6. On termination of the Contract, the Company's rights under this Clause 8 shall remain in effect.

## 9. QUALITY

9.1. The Company warrants that (subject to the other provisions of the Conditions) on Delivery the Materials shall:

9.1.1. be of satisfactory quality and manufactured in all material respects in accordance with the Specification so as to be free from Defect in all material respects; and

9.1.2. be reasonably fit for any particular purpose for which the Materials are being bought if the Purchaser has made known that purpose to the Company in writing and the Company has confirmed in writing that it is reasonable for the Purchaser to rely on the skill and judgment of the Company in that regard.

9.2. Whilst every effort is made to maintain consistency in the characteristics of the Materials, the Purchaser may find that the Materials are affected by the following matters or variances, and the Purchaser hereby agrees to such matters or variances and acknowledges that they shall not constitute a Defect:

9.2.1. variations in the colour, consistency, texture, and size of the particles forming all or part of the Materials; and/or

9.2.2. the surface finish or visual appearance of the Materials; and/or

9.2.3. the presence in the Materials of lignite, carbonaceous particles or organic material, or the consequences of such presence; and/or

9.2.4. variations arising from permitted tolerances to the formula to which the Materials are manufactured; and/or

9.2.5. any other specific variances that are drawn to the Purchaser's attention before entering into the Contract.

9.3. The Company does not guarantee any particular weight of Materials will cover any particular area or yield any particular volume. Any **product calculator** forming part of the Website is intended as a general guide as to volume requirements. The Purchaser must take specialist advice to ascertain its precise requirements as to quantity of Materials it requires for a specific task or project.

9.4. Subject always to Clause 9.2, the Company shall not be liable for a breach of Clause 9.1 (in whole or in part) unless:

9.4.1. the Purchaser gives written notice of any Defect to the Company within 35 days of either discovery of the Defect or when the Purchaser ought reasonably to have discovered the Defect; and

9.4.2. the Company is thereafter given a reasonable opportunity of examining the Materials and in any case before the Materials are further used, interfered with added to or constructed

upon in any way.

9.5. Subject always to Clause 9.2 to 9.4, the Company shall not be liable for a breach of Clause 9.1 in any case where the Defect has arisen as a result of:

9.5.1. the Purchaser's failure to use the Materials in accordance with the Specification or the Recommendations; or

9.5.2. failure to comply with the information and instructions which accompany the Materials, including any Safety Data Sheets in respect of the Materials (available on the Company's website from time to time) or the Specification relevant to the Materials concerning use, mixing and consistency, storage, safety, laying, finishing, curing or sealing and recommended applications of the Materials; or

9.5.3. the Purchaser mixing the Materials with an incompatible product or any product which is not consistent with the normal and proper use of the Materials or any admixture or fibre forming part of the Materials; or

9.5.4. the Materials being manufactured processed or mixed by the Company to the specification of the Purchaser which is not consistent with the Specification or to a specification which has been withdrawn; or

9.5.5. the use of the Materials by the Purchaser after the end of their recommended shelf life or use by date; or

9.5.6. fair wear and tear; or

9.5.7. the failure of the Purchaser to stop the discharge or offloading of the Materials where a Defect is apparent on inspection of discharge or unloading; or

9.5.8. the failure of the Purchaser to ensure it has good quality equipment and/or sufficiently qualified personnel at the Delivery Destination to offload and receive, cure, lay and/or finish the Materials. The Company is not liable for the discharge and/or offloading of the Materials at the Delivery Destination; or

9.5.9. the Purchaser requesting more than one type of Materials being loaded onto the same delivery vehicle or the use of loading shovels to transfer Materials and cross contamination of the Materials occurring; or

9.5.10. the failure of any fibres or other specialist admixtures forming part of the Materials; or

9.5.11. the ground conditions into which the Materials are to be discharged not being suitable or appropriate to receive them; or

9.5.12. in respect of readymixed concrete due to:

9.5.12.1. any spoiling material or contamination being added to the Materials without the written agreement of the Company including, without limitation, water; or

9.5.12.2. the Purchaser has not cubed, sampled or tested any Defect in accordance with British Standard EN13791, any British Standard relevant to the Materials or such other standard applicable in the Relevant Jurisdiction, or other standard agreed

in writing with the Company; or

9.5.12.3. interchangeable use by the Company in the Company's discretion of ground granulated blast furnace slag or pulverised fuel (or fly) ash as an ingredient or extender in readymixed concrete; or

9.5.12.4. the interchangeable use by the Company in the Company's discretion of the aggregates forming part of the Materials.

9.5.13. in respect of asphalt due to:

9.5.13.1. any spoiling material or contamination being added to the Materials without the written agreement of the Company including, without limitation, any non approved proper releasing agent; or

9.5.13.2. the Purchaser's failure to discharge the materials within 15 minutes after arrival at the Delivery Destination and/or to regularly record the temperature of the Materials and utilise them within the correct temperature range; or

9.5.13.3. the Purchaser requesting small batches or loads which the Purchaser accepts lose heat and workability quickly; or

9.5.13.4. the Purchaser's paver or roller not being in good condition, or the Purchaser's personnel not operating the paver or roller correctly, including, without limitation, laying the Materials too fast, too slowly, dragging or incompetent workmanship or the laying, curing, sealing or finishing of the Materials using the wrong equipment using the wrong rolling matrix, or roller size; or

9.5.13.5. the Purchaser laying asphalt over a concrete joint; or

9.5.13.6. the Purchaser laying asphalt to an unconfirmed edge; or

9.5.13.7. the Purchaser has not regularly measured and monitored the temperature of the Materials from the point of arrival at the Delivery Destination until used by the Purchaser. The Company has no liability for any decision of the Purchaser not to discharge the Materials immediately on arrival at the Delivery Destination; or

9.5.13.8. the Purchaser allows traffic onto the surface of the asphalt too early or before the Materials have hardened.

9.5.14. in respect of mortar, due to:

9.5.14.1. the poor workmanship of the Purchaser; or

9.5.14.2. the Purchaser failing to store the Materials at the ambient temperature (including leaving the Materials exposed to excess heat or cold, sunlight or frost); or

9.5.14.3. the laying or finishing of the Materials; or

9.5.14.4. the Purchaser's request as to the workability of the Materials; or

9.5.14.5. the failure of the Purchaser to take adequate precautions against any frost or

adverse or extreme weather in the finished work in which the mortar has been applied or the containers in which it is stored; or

9.5.14.6. the addition of water to increase workability during the retardation period; or

9.5.14.7. the Purchaser failing to clean any mortar tub properly before delivery of Materials; or

9.5.14.8. any failure to reseal the mortar within the liner in the mortar tub; or

9.5.14.9. in the case of trowel-ready mortar any loss of workability in the Materials over time; or

9.5.14.10. the use of mortar which has been frozen.

9.5.15. in respect of pigmented mortar:

9.5.15.1. the Purchaser fails to have a colour match completed by the Company and/or a sample panel built; or

9.5.15.2. the issue relates to colour variation caused by different absorption rates within the bricks or blocks to which the pigmented mortar is applied; or

9.5.15.3. any variations in colour or tone associated with changes to pointing techniques or timing or finishing generally; or

9.5.15.4. use of pigmented mortar which has been frozen; or

9.5.15.5. relates to the occurrence of efflorescence in the mortar; or

9.5.15.6. use or application of remix mortar in temperatures over 30°C or below 3°C; or

9.5.15.7. the failure to store mortar away from direct sunlight.

9.6. Subject always to Clauses 9.3, 9.4, 9.5 and 9.6, if the Materials do not conform with Clause 9.1, and are consequently the subject of a Defect, then the Company shall at its option:

9.6.1. re-supply such Materials free of charge; or

9.6.2. issue a credit note at the pro rata Contract Price.

9.7. The Company shall use reasonable endeavours to deliver Materials to the Purchaser within a reasonable period after the date of manufacture and in any event within a reasonable time before the expiry of the recommended shelf life.

9.8. The Company shall have no liability to the Purchaser for the use of Materials following the expiry of the recommended shelf life or if the Materials are not stored in the recommended conditions as notified by the Company to the Purchaser.

9.9. If the Company either re-supplies the Materials or issues a credit note under Clause 9.6 then it shall have no further liability for a breach of Clause 9.1. This Clause does not affect any other rights or claims of the Purchaser arising out of any other provision of the Contract.

9.10. Nothing in this Clause 9 shall affect any statutory remedies of a Consumer pursuant to these Conditions or a Consumer's rights of cancellation under the Consumer Laws.

## 10. LIMITATION OF LIABILITY

10.1. Save for where the Contract provides specific remedies to the Purchaser in respect of delay under Clauses 6.9 and 6.12 (Delivery), short delivery under Clause 7.4 (Inspection and Shortages) and breach of Clause 9.1 (Quality), the following provisions set out the total liability of the Company (including any liability for the acts or omissions of its employees, agents and subcontractors) for loss and damage suffered by the Purchaser in respect of:

10.1.1. any breach of the Contract including any matter in respect of which specific remedies are provided (as aforesaid) but where those remedies are for any reason held by a court of competent jurisdiction to be insufficient or unreasonable in a particular case; and

10.1.2. any use made or resale by the Purchaser of the Materials, or any product incorporating the Materials; and

10.1.3. any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract or the supply of the Materials.

10.2. All warranties, conditions and other terms implied by statute or common law in the Relevant Jurisdiction which may be excluded by the agreement of the Purchaser are, to the fullest extent permitted by law, excluded from the Contract.

10.3. Nothing in these Conditions shall exclude or restrict the Company's liability:

10.3.1. for death or personal injury resulting from the Company's negligence; or

10.3.2. under Section 2(3) of the UK Consumer Protection Act 1987; or

10.3.3. for any matter which it would be unlawful for the Company to exclude or attempt to exclude its liability in the Relevant Jurisdiction; or

10.3.4. in respect of a UK Consumer breach of the terms implied by:

10.3.4.1. section 17 of the UK Consumer Laws (title and quiet possession); or

10.3.4.2. section 12 of the UK's Sale of Goods Act 1979; or

10.3.4.3. sections 9, 10, 11, 12, 13 and 15 of the UK Consumer Laws (satisfactory quality, fitness for purpose, pre-contract information, description and samples); or

10.3.5. in respect of an ROI Consumer breach of the terms implied by:

10.3.5.1. section 12-15 of the ROI's Sale of Goods Acts 1893 and 1980; or

10.3.5.2. the Irish Consumer Laws; or

10.3.6. for fraud or fraudulent misrepresentation; or

10.3.7. where any other legislation in the Relevant Jurisdiction which would make it unlawful for the Company to exclude or restrict its liability in the manner set out in this Clause 10.

10.4. Subject to Clauses 10.2 and 10.3:

10.4.1. The Company's total liability to the Purchaser in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the Contract, the Materials, or the supply of the Materials shall be limited to a maximum financial cap of the lesser of:

10.4.1.1. £50,000.00; and

10.4.1.2. a sum equivalent to the Contract Price.

10.4.2. The Company shall not be liable to the Purchaser for any of the following (whether direct or indirect):

10.4.2.1. pure economic loss; or

10.4.2.2. loss of profits; or

10.4.2.3. loss of business; or

10.4.2.4. loss of goodwill and/or reputational damage; or

10.4.2.5. losses arising from any liability to a Third Party; or

10.4.2.6. claims for consequential costs, charges, expenditure or compensation (including legal costs).

10.5. The Company shall have no liability for any Defect to the extent that the loss or damage suffered by the Purchaser or any Third Party arises from matters in respect of which the Company is relieved from liability under Clauses 9.2 to 9.5.

10.6. The parties acknowledge that the provisions of this Clause 10 satisfy the requirements of reasonableness having regard to the purpose of Section 11 of the Unfair Contract Terms Act 1977, or equivalent legislation in the Relevant Jurisdiction.

10.7. If the Materials are manufactured processed or mixed by the Company to the specifications of the Purchaser or its agents, the Purchaser shall fully and effectually indemnify the Company against all loss, damages, costs, liability, and direct and indirect economic loss or expenses awarded against or incurred by the Company in connection with any claim arising from such manufacture processing or mixing (including for infringement of any patents copyright design trademark or any other industrial or intellectual property rights of any Third Party) or the defence or settlement of such claim.

10.8. Except in the case of wilful misconduct or gross negligence of the Company, the Purchaser shall be liable for and shall indemnify the Company against all Losses which the Company incurs, whether by act or omission, directly or indirectly, as a result of:

10.8.1. any loss of or damage to physical property of the Company or any Third Party arising as a result of the actions or omissions of the Purchaser, its sub-contractors or their respective

employees and agents (in each case arising out or in consequence of carrying out this Contract) either at a Delivery Destination, a Depot or a Third Party Site or otherwise; or

10.8.2. death or personal injury arising out of or in consequence of carrying out this Contract to the extent caused by negligence or breach or statutory duty of the Purchaser, its sub-contractors or their respective employees and agents either at the Delivery Destination, the Depot or the Third Party Site or otherwise; or

10.8.3. a failure by the Purchaser to comply with the provisions of Clause 12.

10.9. Nothing in this Clause 10 shall affect the statutory rights of a Consumer under the Consumer Laws.

## 11. FORCE MAJEURE

11.1. The Company may defer delivery, terminate the Contract or reduce the volume of Materials delivered to the Purchaser and shall not be liable to the Purchaser or be deemed to be in breach of the Contract by reason of the aforesaid deferment, termination, or reduced delivery, or by reason of any failure to perform any of the Company's obligations, in any case where a Force Majeure Event exists.

11.2. A Force Majeure Event means any event beyond a party's reasonable control, including without limitation strikes, lock-outs or other forms of industrial action (whether involving its own work force or a Third Party's) failure of energy sources, or transport networks, acts of God, war, terrorism, riot, civil commotion, interference by civil, governmental, regulatory or military authorities, road traffic accidents; road closures; ice, snow, vehicle breakdown; ill health or incapacity of the driver of any vehicle or equipment, breakdown of plant or machinery whether fixed or mobile and whether belonging to the Company or any Third Party providing services on behalf of the Company pursuant to the Contract, fire, industrial action, lightning, power surges or shortfalls, chemical or biological contamination, explosions, floods, storms and collapse of buildings or structures.

11.3. If the Force Majeure Event in question continues for a continuous period in excess of 90 days, either the Company or the Purchaser may give notice in writing to the other terminating the Contract.

## 12. ANTI-BRIBERY, MODERN SLAVERY, DATA PROTECTION AND COMPETITION

12.1. The Purchaser shall comply and use reasonable endeavours to ensure that all subcontractors, suppliers and all persons associated with the Purchaser (as defined by section 8 of the Bribery Act 2010) comply with all applicable anti-bribery and anti-corruption legislation in the Relevant Jurisdiction including without limitation the UK Bribery Act 2010 and the ROI Criminal Justice (Corruption Offences) Act 2018 (the **Bribery Acts**) . The Purchaser shall maintain and enforce its own policies and procedures, including adequate procedures under the Bribery Acts, to ensure compliance with all applicable anti-bribery and anti-corruption legislation in the Relevant Jurisdiction.

12.2. The Purchaser shall comply with the provisions of the UK Modern Slavery Act 2015 (**MSA**) and shall take all reasonable steps to ensure its supply chain is slavery free and the Purchaser shall use all reasonable endeavours to assist the Company in its compliance with the MSA.

12.3. The Purchaser shall not engage in any agreement, arrangement, concerted practice, information exchange or behaviour in breach of UK, Republic of Ireland, EU or other competition law in force from time to time in the Relevant Jurisdiction.

12.4. The Company is a data controller for the purposes of the EU Regulation 2016/679 General Data Protection Regulation, the UK's Data Protection Act 2018 and any other Applicable Laws relating to the processing of personal data in the Relevant Jurisdiction (**Data Protection Laws**) and the Purchaser on behalf of itself and any of its directors, shareholders, members, employees, servants and agents (**Associates**) acknowledges and accepts the Company processes personal data of the Purchaser and its Associates in accordance with the Privacy Notice: All Breedon Group Customers, a copy of which can be found at www.breedongroup.com (**Privacy Notice**).

## 13. SPECIAL PROVISIONS WHICH ONLY APPLY TO CONSUMERS

13.1. This Clause 13 only applies to a Consumer, and not a Trader.

13.2. A Consumer may cancel the Contract with the Company without giving any reason but only provided that all of the following conditions are met:

13.2.1. the Contract was entered into by the Consumer by telephone, email, website, fax or post and other than by attending at any of the Company's premises (**a Site**) in person; and

13.2.2. notice of cancellation is received by the Company within 14 Calendar Days from the date that the Consumer, or someone on their behalf, acquires physical possession of the Materials, or in the case of a single Contract delivered in instalments, from the date that the Consumer, or someone on their behalf, acquires physical possession of the last instalment of the Materials; and

13.2.3. the notice of cancellation is received by the Company in writing and includes a clear statement of the Consumer's intention to cancel the Contract by letter or email to the Company; and

13.2.4. the Contract is not one for Materials which when delivered to the Consumer, deteriorate rapidly so that they cannot then be returned intact or have become combined with other items so that they are inseparable. For example, concrete or asphalt which has been discharged or aggregates which have been used or mixed with other products; and

13.2.5. the Contract is not one for Materials which have been the subject of special order or customised by the Company for the Consumer; and

13.2.6. the Materials have been returned to, or have been dispatched to a Site (which the Consumer can verify to the reasonable satisfaction of the Company) at the expense of the Consumer. The Consumer may request collection of the Materials by the Company and the Company may make a reasonable charge for such collection which is non-refundable.

13.3. In the unlikely event that the Materials are mis-priced, defective, wrongly delivered, mis-described or where the Company is obliged to provide pre-contract information under the Consumer Laws, and such information has not been provided, the Company shall refund the price paid for the Materials and any applicable delivery charges paid by the Consumer as well as the costs to the Consumer of returning the Materials to a Site.

13.4. The right to cancel the Contract is in addition to, and does not affect a Consumer's rights under the Consumer Laws.

13.5. Advice about a UK Consumer's statutory rights is available from a UK Citizens' Advice Bureau or UK Trading Standards Office. Advice about an ROI's Consumer's statutory rights is available from

the Competition and Consumer Protection Commission.

13.6. Provided that the cancellation has been carried out in accordance with Clause 13.2, the Company shall reimburse to the Consumer an amount equal to the Contract Price less any amounts deducted by the Company to reflect the fact that the Materials:

13.6.1. have been tampered with, damaged or removed from their original packaging; or

13.6.2. are no longer in the same condition as they were upon delivery and cannot be re-sold; or

13.6.3. have not been stored in accordance with the recommended storage conditions as may be notified by the Company.

13.7. The Company shall make the reimbursement using the same means of payment as was used to pay the Contract Price unless there is a written agreement between the parties otherwise. If payment has been made by debit or credit card, the Company shall refund the debit or credit card used to pay the Contract Price.

13.8. If the Consumer requested that the Company begin the performance of any services associated with the sale of the Materials during the 14 calendar day cancellation period, the Consumer must pay to the Company an amount which is in proportion to the services which were performed before the Company received the notice of the cancellation.

**14. GENERAL**

14.1. "Breedon", "Breedon Aggregates", “Breedon Ireland”, "Breedon Trading", “Express Minimix”, “1st Mix”, “Fyfestone”, “Heathfield”, "Lagan", "Lagan Concrete", “Mycocks”, “Pro Mini Mix”, "Welsh Slate" and “Whitemountain” are trading names of the Breedon Group.

14.2. If any clause or sub-clause of these Conditions is held by any court or other authority of competent jurisdiction to be wholly or partly void or unenforceable the validity and enforceability of the other clauses or sub-clauses of these Conditions shall not be affected and they shall remain in full force and effect. If any provision or part provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted.

14.3. The Purchaser shall not be entitled to transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Company. The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

14.4. The waiver by the Company of any breach or default under any provision of these Conditions by the Purchaser shall not be construed as a continued waiver of that breach or default nor as a waiver of any subsequent breach or default of the same or any other provision.

14.5. Termination of the Contract, however arising, shall not affect any rights or remedies of either party which have accrued prior to the date of termination; and termination of the Contract shall not affect the continuing force and effect of any provision of the Contract which, whether expressly or by implication, is to survive termination of the Contract.

14.6. Save for any member of the Breedon Group, the Parties to the Contract do not intend that any term

of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it. Any member of the Breedon Group may enforce the terms of the Contract as if it were an original contracting party.

14.7. Any notice by either Party to the other shall be in writing addressed to that other Party at its registered office or principal place of business or such other address as notified by the receiving Party to the Party giving the notice.

14.8. Notices shall be deemed to have been received 48 hours after posting (exclusive of the day of posting) if sent by first class post or on the day of delivery if delivered by hand. Notices shall not be sent by email or facsimile.

14.9. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law which prevails in the Relevant Jurisdiction.