Standard terms and conditions which apply to the supply of concrete products and clay products by any member of the Breedon Group in the UK and Ireland

1 July 2024

The Purchaser's attention is drawn in particular to Clause 3.6 (Additional Charges) and Clause 10 (Limitation of Liability)

1. BASIS AND FORMATION OF THE CONTRACT

1.1 All Products supplied 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1.2 Any Quotation issued by the Company may be withdrawn at any time before acceptance of an order and shall be deemed to be withdrawn if an order is not received within 30 days of its date unless stated otherwise on the Quotation.

1.3 A Quotation does not constitute an offer to supply the Products 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 purchase the whole of the Products as set out in the Quotation (and not part only) subject to these Conditions.

1.4 The Quotation shall set out, in detail, the Products required, and the Purchaser shall be responsible for checking the Quotation is accurate and complete. Details required include the location of the Site and any restrictions as to access to the Site (including any parking or unloading restrictions on the public highway adjacent to the Site).

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

1.6 Any purported amendment or variation to these Conditions or purported cancellation 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 10.1.3 below, the Purchaser acknowledges that it has not relied on any statement, promise or representation in relation to the Products (including design, planning or logistics of the Products or the use, strength, fitness for any purpose, surface area yield, storage or handling of the Products) 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 Products described in them and can be relied upon by the Purchaser. They shall not form part of the Contract or be treated as a description of the Products unless expressly stated in the Quotation. No Products are sold by sample.

1.9 The Company may, without liability to a Purchaser, withdraw any Order, at any time after acceptance, if a Trader does not meet any credit checks carried out by the Company, or the Company is unable to obtain credit insurance in respect of the debts (actual or anticipated) of the Trader in relation to the Products, on commercially sensible terms.

2. DEFINITIONS AND INTERPRETATION

2.1 In these Conditions:

Additional Charge(s) means the additional charge(s) payable in addition to the Contract Price for the Products provided for in Clause 3.4.

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 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), Robinson Quarry Masters Limited (CRN: NI009269), Broome Bros. (Doncaster) Limited (CRN: 00724030) and/or any other company within the Breedon Group of companies, further details of which can be found at www.breedongroup.com.

Company means the member of the Breedon Group supplying the Products 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 but not a Trader.

Consumer Contract means a contract between the Company and a Consumer for the supply and purchase of Products 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 supply of Products 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 Products.

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

Delivery means (in the case of collected Products) the time when the Purchaser is notified that the Products are available for collection from the Site or (in the case of delivered Products) the time when the Products arrive at the Site, subject to Clauses 6.1 to 6.4.

Delivery Ticket means the ticket issued by the Company and accompanying the Products on Delivery.

Depot means the place from where the Products are delivered from and to where the Products must be returned by a Consumer in the event of a cancellation of a Consumer Contract pursuant to these Conditions.

Due Date means, in the case of a trader, the end of the month following the month of delivery of the Materials to the Purchaser, or their collection by the Purchaser, and in the case of a Consumer, on or before Delivery.

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.

Product Specification means the material safety data sheet and/or the specification of the materials forming part of the Products as shown on the Website or delivered with the Products.

Products means the products manufactured and/or sold by the Breedon Group including welsh slates and ancillary products manufactured from welsh slate; and/or concrete roof tiles, ridge tiles and ancillary products including dry ridges, dry verges, ventilation systems and underlays; and/or clay facing bricks; and/or decorative aggregates; and/or clay chimney pots, flue liners, fire backs and ancillary products including fire cement, fire clay and brick vents, dense and lightweight concrete blocks; “Fyfestone” range of stone walling and any other products to be supplied by the Company to the Purchaser (including any part or parts of them) 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 parts as aforesaid which are defective or otherwise non-compliant with the obligations of the Company pursuant to the Contract or otherwise.

Purchaser means a Consumer or a Trader (whether person, firm or company) who purchases the Products from the Company.

Quotation means the quotation or price for the purchase of the Products given by the Company to the Purchaser.

Recommendations means the recommendations in relation to the Products including the handling, transportation, storage, use, preparing, finishing, discharge, loading or health and safety of the Products either generally or in accordance with good industry practice or customs, contained in the Product Specification or Technical Specification as set out on the Website or literature relevant to the Products 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 and 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 shall not include either a UK Consumer or a Trader.

Site means the address to where the Products are to be delivered to or collected from as set out in the Quotation.

Technical Specification has the meaning set out in Clause 4.6.

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

Third Party Site means in the case of Products which are to be collected by the Purchaser from a Third Party, the site belonging to the Third Party from which the Products 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 section 2(2) of the UK Consumer Laws or the Irish 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 organism 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 www.breedongroup.com, www.breedon-special-aggregates.co.uk, www.welshslate.com or any other website of the Breedon Group.

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 vice versa.

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 Products, 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 as the context requires.

3.3 The Contract Price is fixed for the period set out in the Quotation.

3.4 Clauses 3.1 to 3.3 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.

3.5 The Contract Price shall be exclusive of any VAT or other applicable sales taxes duties and/or levies in the Relevant Jurisdiction and of any Additional Charges, all of which amounts the Purchaser shall pay in addition to and together with and on the same due date as the Contract Price. The Contract Price is inclusive of aggregates levy and carbon levy as at the rate in force in the Relevant Jurisdiction at the date of the Conditions. The Company reserves the right to increase the Contract Price in the event of any such increase in the aggregates levy and/or carbon levy.

3.6 Without prejudice to any other rights or remedy available to the Company an Additional Charge may be made if:

3.6.1 the Purchaser incurs any of the additional charges set out on the relevant Quotation; or

3.6.2 the Purchaser is notified prior to or at the time of acceptance of the order that an additional charge will be made for Delivery using more vehicles than are set out on the Quotation; or

3.6.3 Delivery is to be performed outside the Company's normal working hours or on a bank or public holiday in the Relevant Jurisdiction; or

3.6.4 the Purchaser re-directs, refuses or fails to take or permit a Delivery, fails to give sufficient Delivery instructions, or fails to obtain appropriate licences or authorisations which prevents or delays Delivery; or

3.6.5 Delivery cannot be performed due to unsuitable or unsafe access to the Site (but for the avoidance of doubt the Company is under no obligation to deliver the Products in such circumstances); or

3.6.6 the Purchaser makes a request to change the delivery dates, address, quantity or types of Products ordered; or

3.6.7 the Purchaser varies or cancels any Delivery without giving at least 48 hours' notice to the Company.

4. PRODUCTS: SPECIFICATION AND USE

4.1 The Company warrants to the Purchaser that the Products shall conform in all material respects to the Product Specification. The Company shall have no liability to the Purchaser as to the suitability of the Products for any particular purpose and the Purchaser must rely on its own skill and judgment.

4.2 The Company does not accept any responsibility or liability for the design of the Products and the Purchaser must independently verify that its choice of Products and proposed use of the Products is suitable for its purpose.

4.3 The Company shall not be liable for any Losses arising out of any failure to comply with all and any Recommendations or for any Losses arising out of any act or omission which is inconsistent, not recommended or otherwise advised against pursuant to the Recommendations.

4.4 The Company shall not be liable for (or for the characteristics of) any of the Products which are, at the request of the Purchaser, not supplied in accordance with the Product Specification.

4.5 The Purchaser acknowledges and accepts that the Products may contain substances which may be Unsafe and the Purchaser shall take all necessary steps in the use of the Products to ensure no such harm or damage is caused. The Company shall not be liable for any failure of the Purchaser to handle or use the Products in accordance with generally applicable or recognised health and safety obligations and procedures.

4.6 The Company shall provide a Quotation to the Purchaser which may include details of all or any part of the following information:

4.6.1 Floor beam type;

4.6.2 Floor beam weight;

4.6.3 Imposed design loading;

4.6.4 Imposed finished loading;

4.6.5 Lightweight block partitions;

4.6.6 Infill block density;

4.6.7 Proposed floor schedule or layout;

4.6.8 Type of pre-stressed flooring unit;

4.6.9 Layout of block;

4.6.10 Intended use of floor;

4.6.11 Any other information relating to width, design, loads or capacities of any project in which the Products are being used;

all or any part of which is the "**Technical Specification**".

4.7 The Company accepts no liability for the accuracy of the Technical Specification (whether produced by the Company or not) and the Purchaser acknowledges and accepts that:

4.7.1 the Purchaser must verify the accuracy of the Technical Specification before accepting any Quotation;

4.7.2 the Purchaser cannot rely on any of the Technical Specification for its own purposes;

4.7.3 the Purchaser must obtain independent advice as to its requirements for the Products, including the contents of the Technical Specification from a structural engineer or other suitably qualified professional.

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 Products, then any such material is intended for illustrative purposes only and is not intended to provide any form of Product Specification nor to guarantee specific results and shall not form part of the Product Specification. For the avoidance of doubt the Company is not liable for the design of the Product Specification, the Technical Specification or all or any part of the Products.

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 Unless stated otherwise on the Quotation, payment of the Contract Price shall be made in the Relevant Currency in cleared funds on 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 Unless stated otherwise on the Quotation the Purchaser shall make all payments due under the Contract without deduction for set off, counterclaim, abatement or otherwise either in relation to this Contract or any other contract which the Purchaser may have with the Company.

5.4 The Company reserves the right in its absolute discretion to require payment by a Trader for any Products that have already been supplied or to be supplied by way of cleared funds before further Products are supplied notwithstanding any previous agreement to provide credit to the

Purchaser. A Consumer must make payment of the Contract Price in cleared funds prior to Delivery.

5.5 If the Purchaser:

5.5.1 fails to make any payment to the Company on the due date; or

5.5.2 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

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

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

5.5.5 has a petition filed, notice given, resolution passed, or order made, for or in connection with its winding up or bankruptcy or similar or analogous proceedings in the Relevant Jurisdiction; or

5.5.6 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

5.5.7 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

5.5.8 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

5.5.9 (being an individual) is the subject of a bankruptcy petition or order; or

5.5.10 (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

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

5.5.12 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

5.5.13 is in breach of this Contract or any of the 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

Products; 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 Products which are subject of the Contract; or

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

5.6 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 OF THE PRODUCTS

6.1 The Purchaser shall ensure that the Company has reasonable prior notice (which shall not be less than 14 Business Days) of the required time and date for delivery of the Products and that the Company (or its agent or contractor) is given sufficient particulars of the Site and indicative times for delivery of given amounts of the Products to ensure that the Company is able to deliver the Products without returns.

6.2 If the Company is unable to deliver or prevented or delayed in delivering Products because of inadequate instructions, insufficient storage capacity of the Purchaser at the Site, unsuitable personnel at the Site at the time of delivery to receive the Products, inadequate or unsafe discharge conditions at the Site, the Purchaser fails to take or permit delivery of the Products or 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 Products.

6.3 The Company shall use reasonable efforts to comply with any time or date agreed by the Company for delivery of the Products, 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 Products shall be delivered to the Purchaser within a reasonable time of the acceptance of the order. The Company may deliver the Products earlier as well as later than any dates and times agreed by the Company, and the Purchaser must accept the delivery of the Products accordingly.

6.4 The Company may deliver the Products 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.

6.5 The Company, its agents and/or contractors shall not be obliged to deliver any Products to the Site if the Company suffers failure of any of the safety equipment designed for use in the course of delivery by the Company, or where the access to the Site, equipment at the Site or onsite manoeuvrability of the Site is Unsafe, unsuitable, hazardous or inadequate for the proper and

safe unloading of the Products, or where personnel at the Site 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 Site, equipment at the Site or onsite manoeuvrability of the Site being Unsafe, unsuitable, hazardous or inadequate or the Purchaser's personnel being rude, offensive or abusive.

6.6 The Company shall not be obliged to deliver any Products to any Site where, in the opinion of the Company (in its absolute discretion), the Site, the route to the Site, the conditions for safe delivery have not been met or any other factor relevant to the rendering discharging of the load is Unsafe.

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

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

6.7.2 lack of any other materials which are necessary for the Company to provide the Products; or

6.7.3 lack of haulier services necessary to transport the Products to the Purchaser; or

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

6.8 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.

6.9 If the Products 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 Losses incurred or paid by any other person (including the Company) in connection with the Products being left on a street or public highway.

6.10 The Purchaser shall ensure that it provides to the Company the correct address for the Site 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 Products to the Site, or where a neighbouring site to the Site accepts the Products intentionally or unintentionally.

6.11 The Company may terminate the Contract if the there is a material delay or failure to collect the Products. For the purposes of this Clause 6.9, "material delay or failure" means a delay or failure of the Purchaser to collect, manage or move Products from Site which (a) has a serious effect on the benefit the Company would otherwise derive from a substantial portion of this agreement or (b) is a continuing or repeated delay or failure.

6.12 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 Products, 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 Products 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.

6.13 In the event that Delivery is not made to a Consumer within 30 calendar days from the date that the Contract was entered into pursuant to Clause 6.10, 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.

6.14 Subject to Clause 6.13, the Company shall not be liable to a Purchaser for any Losses whether:

6.14.1 direct; or

6.14.2 indirect or consequential including, for the avoidance of doubt:

6.14.2.1 any liability to any third party;

6.14.2.2 pure economic loss;

6.14.2.3 loss of profits;

6.14.2.4 loss of business;

6.14.2.5 loss of goodwill; or

6.14.3 costs, charges or expenses

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

6.15 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:

6.15.1 supplying Products equivalent to the delayed or non-delivered Products, free of charge; or

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

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

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

7. INSPECTION AND SHORTAGES

7.1 The Company shall use reasonable endeavours to supply the quantity of Products provided for by the Contract and to notify the Purchaser of any surplus or shortfall in the quantity of Products delivered. Subject to Clause 7.2, if a surplus or shortfall occurs the Company shall discuss with the Purchaser the possible options to resolve the surplus or shortfall and the Purchaser shall not be entitled to object to or reject the Products (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**).

7.3 If the Notice Procedure is not followed the Products 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 Products.

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

7.4.1 making good the shortfall within a reasonable time; or

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

7.5 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 Products are not in conformity with the Contract. If the Purchaser fails to follow the Notice Procedure the Products will be deemed to have been accepted and the Purchaser shall not be entitled to reject the Products.

8. RISK AND TITLE

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

8.2 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.

8.3 The Company shall be entitled at any time to inspect or recover any or all of the Products 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 Products may be or are believed to be situated.

8.4 Ownership of the Products 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.

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

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 Products shall:

9.1.1 be of satisfactory quality and manufactured in accordance with any applicable British, European or Irish standards (as set out in the Product Specification) so as to be free from Defect;

9.1.2 be reasonably fit for any particular purpose for which the Products 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 Products referred to in the Specification as covered by harmonised European Standards shall, where required under relevant EU legislation, carry CE marking to the extent and in the manner required by EU legislation, details of which are available on the Website.

9.3 Whilst every effort is made to maintain consistency in the characteristics of the Products, the Purchaser may find that the Products 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:

9.3.1 variations in the colour, consistency, texture, size, shade, curvature, surface finish and dimensional variations of the Products, as well as lime spotting on up to 10% of the products on natural and reclaimed slate, clay tiles and reproduction stone;

9.3.2 natural tolerances in the size and the thickness of the Products;

9.3.3 the surface finish or visual appearance of the Products;

9.3.4 the size, shape or finished edge of the Products;

9.3.5 the presence in the Products of lignite, carbonaceous particles or organic material, or the consequences of such presence;

9.3.6 variations arising from permitted tolerances to the formula to which the Products are manufactured; and/or

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

9.4 The Company does not guarantee any particular weight or volume of Products will cover any particular area or yield any particular volume.

9.5 The Company shall not be liable for a breach of Clause 9.1 (in whole or in part) unless:

9.5.1 the Purchaser gives written notice of any Defect to the Company within 2 business days of either discovery of the Defect or when the Purchaser ought reasonably to have discovered the Defect which shall be 2 business days after Delivery whichever is the earlier; and

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

9.6 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:

9.6.1 the apparent fading of colour or any other effect on the appearance of the Product due to efflorescence; or

9.6.2 the Purchaser's failure to use the Products in accordance with the guidelines set out in the Product Specification, the Recommendations or good industry practice; or

9.6.3 the work of the Purchaser, any of its employees, agents or subcontractors; or

9.6.4 the Products being laid by the Company to the specification of the Purchaser which is not consistent with the Product Specification or to a specification which has been withdrawn; or

9.6.5 fair wear and tear; or

9.6.6 the failure of the Purchaser to stop the use of the Products where a Defect is apparent on inspection of discharge or unloading; or

9.6.7 any fact matter or issue provided for in the Quotation; or

9.6.8 the surface or ground conditions onto which the Products are to be used not being suitable or appropriate to receive them; or

9.6.9 the Purchaser using the Products for an application for which they are not suitable or appropriate in accordance with; or

9.6.10 any specific maintenance requirements not being taken into consideration and completed after installation; or

9.6.11 a failure of the Purchaser to comply with the precautions and limitations in respect of the Products as set out in the Product Specification available on the Company's website from time to time; or

9.6.12 any fuel spillage on the Products not caused by the Company; or

9.6.13 the Technical Specification; or

9.6.14 increasing the intended load bearings to be applied to the Products; or

9.6.15 laying the Products upside down, on the incorrect side or facing the wrong way; or

9.6.16 failure to ensure adequate underside ventilation once laid; or

9.6.17 failing to ensure the correct supporting block and/or beam or other materials used in conjunction with the Products; or

9.6.18 failing to ensure the correct surface coat is applied to the Products once laid or is not applied correctly; or

9.6.19 damage caused by any additional materials used in conjunction with the Product; or

9.6.20 failing to prevent the Products being exposed to extremes of heat or cold; or

9.6.21 failing to set out the Products correctly; or

9.6.22 failure of any component of any other part of the roof at the property where the Products are installed supplied by third parties; or

9.6.23 normal wear and tear, misuse of the Products, the natural ageing of the Products, colour or other changes to the appearance of the Products, weather damage, defects caused or contributed to by improper fixing, movement in the construction of the building to which the Products will be installed, foot traffic or damage from foreign bodies; or

9.6.24 physical damage however caused prior to, during, or after installation (including during regular maintenance) or defects that are caused as a result of modifications or repair attempts; or

9.6.25 any damage caused by failure of mortar bedding; or

9.6.26 any damage caused by pollution; or

9.6.27 repair or alteration of the installed Products; or

9.6.28 structural failings (including but not limited to, settling or shifting of the property, movement, cracking or deflection of the deck or substrate, girders, beams, partitions or foundations); or

9.6.29 water entry from adjacent structures or from any other part of the property other than the roof; or

9.6.30 hazards commonly treated as insurable risks (including but not limited to, acts of God, lightening, storms, fire, impact by/from aircraft or malicious damage) whether or not

such insurance is available; or

9.6.31 neglect, abuse or misuse of the Products; or

9.6.32 any failure to install the Products strictly in accordance with relevant Irish, British or European Standards; and/or any other recognised codes of practice in force at the time of installation; and/or any manufacturer's fitting instructions and technical recommendations; or

9.6.33 the failure of the Purchaser to take normal and prudent steps to properly maintain the roof; or

9.6.34 failure to ensure the surface and structure to which the Products are to be installed are free from harmful conditions and are structurally sound; or

9.6.35 all Products provided have been invoiced by the Company and paid for in full; or

9.6.36 Products are installed at a property located in the UK or Ireland.

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

9.7.1 re-perform the Delivery of the Products free of charge; or

9.7.2 remedy the Defect free of charge; or

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

9.8 If the Company either re-supplies the Products or remedies the Defect or issues a credit note under Clause 9.7 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.

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 Products, or any product incorporating the Products; 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 Products.

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 equivalent legislation in the Relevant Jurisdiction; 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 Products, or the supply of the Products 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 9.3 to 9.6.

10.6 If the Products 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.

10.7 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:

10.7.1 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 Site, a Depot or a Third Party Site or otherwise; or

10.7.2 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 Site, the Depot or the Third Party Site or otherwise; or

10.7.3 a failure by the Purchaser to comply with the provisions of Clauses 6, 12, 13 or 14.

10.8 Nothing in these Conditions shall affect the statutory rights or remedies 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 Products

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.

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 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 Products, 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 Products; and

13.2.3 the notice of cancellation is received by the Company in writing FAO: Legal Department at its registered office and includes a clear statement of the Consumer's intention to cancel the Contract by letter or email (enquiries@breedongroup.com) to the Company; and

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

13.2.6 the Products 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 Products 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 Products 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 Products and any applicable delivery charges paid by the Consumer as well as the costs to the Consumer of returning the Products 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 Products:

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. The Company shall withhold reimbursement until the Company has received the Products back or evidence of having been sent back to one of the Company's places of business.

13.8 If the Consumer requested that the Company begin the performance of any services associated with the sale of the Products 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 and the parties shall submit to the exclusive jurisdiction of the courts in the Relevant Jurisdiction.