Standard terms and conditions which apply to the supply of laboratory certificate, testing or inspection services 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 4.5 (Additional Charges) and Clause 9 (Limitation of Liability)

1. BASIS OF THE CONTRACT

1.1 All Services 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1.2 Any Estimate issued by the Company may be withdrawn at any time before acceptance of an order and shall be deemed to be withdrawn if an order is not received within 30 days of its date.

1.3 An Estimate does not constitute an offer to supply the Services 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 Services subject to these Conditions.

1.4 The scope and description of the Services shall be as set out in the Company's Estimate.

1.5 The Company reserves the right to make any change to the scope of the Services which is required by law or applicable regulatory requirements.

1.6 The Purchaser is responsible for ensuring the terms of any Estimate or order are complete and accurate.

2. DEFINITIONS AND INTERPRETATION

2.1 In these Conditions:

Accreditation Locations means the Company locations specified in the Schedule of Accreditation as set out on the UKAS website from time to time.

Accreditation Standards means the UKAS Standards to which the Services shall be performed on the Material as set out in the Schedule of Accreditation.

Additional Charges means any additional charge(s) payable in addition to the Contract Price for the Services provided for in Clause 4.5.

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) (including via its additional trading name Heathfield), 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) and/or any other company within the Breedon Group of companies, further details of which can be found at www.breedongroup.com.

Certification Standards means the standards and specification testing of the Material to produce a

result of conformity or non-conformity to which the Services shall be performed on the Material as set out in the Estimate.

Company means the member of the Breedon Group providing the Services 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 Estimate or otherwise agreed in writing between the Company and the Purchaser.

Contract means the contract between the Company and the Purchaser for the supply of Services incorporating these Conditions.

Contract Price means the amount payable by the Purchaser to the Company pursuant to the Contract in respect of the provision of the Services.

Defect means any material shortcoming or material non-conformity in the performance of the Services as compared with the requirements of the Contract.

Due Date means the end of the month following the month of performance of the Services to the Purchaser.

Estimate means the quotation or estimate given by the Company to the Purchaser in respect of the Services.

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

Material means any goods or materials on which the Services shall be performed by the Company.

Purchaser means the person, firm or company who purchases the Services from the Company.

Rate means the pricing rates relevant to the Purchaser agreed between the Company and the Purchaser from time to time or as notified by the Company to the Purchaser.

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.

Results means the results of the performance of the Material as against the Specification in the form set out in the Estimate or the Specification.

Schedule of Accreditation means the Schedule of Accreditation issued by UKAS to the relevant Company in relation to the Accreditation Services carried on by the relevant Company from the Accreditation Locations a copy of which is available on the UKAS website from time to time.

Services means the certification, testing and/or inspection services to be applied by the Company to a Material for the Purchaser 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 services which are defective or otherwise non-compliant with the obligations of the Company pursuant to the Contract or otherwise.

Site means the Purchaser's site and the point of collection of the Material.

Specification means the specification of the Services to be applied to the Material being either the Certification Standards or the Accreditation Standards or otherwise as provided for in the Estimate.

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

UKAS means the United Kingdom Accreditation Services.

UKAS Standards means the requirements of BS EN 17025 and other requirements of UKAS as substituted or amended from time to time in accordance with the Schedule of Accreditation.

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. FORMATION OF CONTRACT, ESTIMATES AND ORDERS

3.1 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.

3.2 Subject to Clause 9.3 (Limitation of Liability) below, the Purchaser acknowledges that it has not relied on any statement, promise or representation in relation to the Services 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.

3.3 All drawings, descriptive matter, specifications and advertising issued by the Company for Purchasers and any descriptions or illustrations contained in the Company's literature or web sites are issued or published for the sole purpose of giving product information or as a guide for Purchasers in relation to the Services described in them. They shall not form part of the Contract with a Purchaser or be treated as a description of the Services unless expressly stated in writing to be such in the Contract.

4. PRICE

4.1 Unless otherwise agreed by the Company in writing, the Contract Price shall be calculated by reference to the Rate, current at the time the order is accepted by the Company and payable in

the Relevant Currency. In any case where there is no applicable Rate, the Contract Price for the Services, shall be determined by reference to the price(s) set out in the Estimate and payable in the Relevant Currency.

4.2 For the avoidance of doubt the amount payable by the Purchaser in respect of the Contract Services shall be estimated in the Estimate but shall be calculated on commencement of the Services by the Company, or such later date as the Company determines in its absolute discretion, based on the Rate.

4.3 The Rate 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 4.3 shall automatically be determined by reference to the increased Rate.

4.4 Clauses 4.1, 4.2 and 4.3 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.

4.5 The Contract Price shall be exclusive of any VAT or other applicable sales taxes and of any Additional Charges, which the Purchaser shall pay in addition to the Contract Price on the Due Date.

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

4.6.1 the Purchaser incurs any of the additional charges set out on the relevant Estimate; or

4.6.2 the Purchaser makes a request to change the date for completion of the Services, quantity or types of Services ordered, or to change the Specification; or

4.6.3 the Company agrees to store unsampled or leftover sampled Material pursuant to Clause 5.4.9; or

4.6.4 the Purchaser fails to ensure the Company has sufficient access to the location pursuant to Clause 8.4; or

4.6.5 the Company is obliged to have bespoke training pursuant to Clause 8.5.

5. SERVICES: SPECIFICATION AND USE

5.1 In providing the Services the Company warrants to the Purchaser that the Services shall be carried out:

5.1.1 in a good and workman like manner;

5.1.2 in accordance with the Specification;

5.1.3 where the Contract includes Accreditation Services, in accordance with the Accreditation Standards;

5.1.4 using reasonable skill and care; and

5.1.5 using appropriately qualified and trained or supervised personnel.

5.2 On completion of the Services, the Supplier shall issue the Report to the Purchaser in a timely manner.

5.3 The Company may provide the Services from any Breedon location, save where the Specification is the Accreditation Standards when it shall perform the Services from the Accreditation Locations.

5.4 In providing the Services the Purchaser accepts and acknowledges the following:

5.4.1 the Report shall be factual only. The Company shall not interpret or comment upon the Results detailed in the report unless stated otherwise within the Estimate or agreed in writing by the Company;

5.4.2 any Report based on the Accreditations which contains opinions and interpretations expressed therein are outside the scope of the Accreditation and must not be relied upon by the Purchaser;

5.4.3 where the Company provides the Services to Certification Standards, the Company shall issue its Report in the form as compliant or non-compliant to the relevant test;

5.4.4 the Company shall not be obliged to provide any declarations or adhere to any standards as to traceability of sampling or sample handling save where Breedon have sampled and tested the Material;

5.4.5 all Services shall be carried out on the Material as supplied by the Purchaser. The Company accepts no liability for the state or condition of any Material supplied to the Company as part of providing the Services;

5.4.6 the Company accepts no liability for failures of the Purchaser to correctly sample or sample handle the Material in a sufficiently timely manner to prevent degradation of the Material;

5.4.7 the Company shall have no liability to the Purchaser if the Purchaser prevents, delays or hinders the Company from providing any part of the Services;

5.4.8 the Company is not responsible for the outcome of the Results;

5.4.9 the Company shall destroy any sampled or unsampled Material after an agreed period of time after receipt/collection but shall be destroyed within one month unless the Purchaser specifically requests the Company not to do so and pays any additional fee for storage to the Company.

5.5 In the event that the Services do not conform with Clause 5.1 then the Company shall issue a credit note at the pro rata Contract Price.

5.6 If the Company issues a credit note under Clause 5.5 then it shall have no further liability for a breach of Clause 5.1. This Clause does not affect any other rights or claims of the Purchaser arising out of any other provision of the Contract.

6. PAYMENT AND DEFAULT

6.1 Subject to Clause 6.2 and 6.3 below, payment of the Contract Price for the Services shall be made in the Relevant Currency in cleared funds on the Due Date.

6.2 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.

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

6.4 The Company reserves the right in its absolute discretion to require payment by the Purchaser for any Services that have already been supplied by way of cleared funds before further Services are performed notwithstanding any previous agreement to provide credit to the Purchaser. Likewise, in its absolute discretion, the Company reserves the right to require payment by the Purchaser in cleared funds for the supply of such further Services, notwithstanding any previous agreement to provide credit to the Purchaser.

6.5 If the Purchaser:

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

6.5.2 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

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

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

6.5.5 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

6.5.6 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

6.5.7 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

6.5.8 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

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

6.5.10 (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

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

6.5.12 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

6.5.13 is in breach of any of its obligations under the Contract;

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 unperformed Services; or

(ii) cancel or suspend any further Services under the Contract; or

(iii) sell or otherwise dispose of any Material which is subject of the Contract; or

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

6.6 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.

7. TIME FOR COMPLETION

7.1 Unless a period of time or a date for completion of the Services is specifically stated within the Estimate or the Specification, the Company shall be obliged to perform the Services within a reasonable time.

7.2 Any statement of a period of time or a date or estimate of the time likely to be required for completion of the Services is given for guidance only and the Company shall have no liability to the Purchaser for compensation for any loss or damage arising if the Company does not perform the Services within the time estimated.

7.3 No term as to the time for completion is of the essence of the Contract.

7.4 Turnaround times for the Services that the Company aims to achieve (but without guarantee or obligation to meet them) may be detailed in the Estimate.

7.5 The Purchaser shall ensure that it provides to the Company the correct site address and contact names and the Company shall have no liability to the Purchaser where the Company is not given sufficient information to enable it to perform the Services at the correct location.

8. PURCHASER OBLIGATIONS

8.1 In order to enable the Company to perform the Services the Purchaser shall within a reasonable time, and without charge:

8.1.1 give adequate notice of the required commencement date for the performance of the Services;

8.1.2 obtain and provide the Company with all necessary information (including reports and other relevant documentation) in the Purchaser's possession which relate to the Services and the project in relation to which the Services are being provided (the **Project**);

8.1.3 provide the Company with all other information which may be reasonably requested;

8.1.4 provide the Company with the Purchaser's decision, instructions, consents or approvals on or to all matters properly referred to the Purchaser, in such reasonable time so as not to delay or disrupt the performance of the Services;

8.1.5 instruct the Purchaser's other professional advisers and contractors to provide the Company with all necessary information and cooperation in relation to the Project.

8.2 The Purchaser shall provide all reasonable assistance to the Company so that the Company can comply with its contractual obligations.

8.3 Where the Services or part of the Services are to be undertaken at a location other than the Company's Site(s), the Purchaser shall ensure full and uninterrupted access is given to the location for the Company, its employees or agents as required. If the Company is unable to gain access to the location at the agreed or required time then the Company shall be entitled to charge the Purchaser for any aborted time or additional costs in accordance with Clause 4.6.4 of these terms and conditions.

8.4 When specific bespoke induction training is required for site access, the Company reserves the right to charge all associated costs to the Purchaser for staff attendance in accordance with Clause 4.6.5.

8.5 Unless otherwise agreed in writing the Purchaser is responsible for selecting the Specification and scope of the Services (including specific tests) required on site and in the laboratory and where tests are undertaken on site the Purchaser is responsible for selecting the locations and depths at which these tests shall be performed and the specific requirements for samples to be taken.

8.6 The Purchaser shall inform the Company in advance of their intended delivery or collection of any samples that are known, or suspected, to contain material potentially hazardous to health such as radioactive, biologically active, poisonous, polluted or other toxic chemicals. In such cases, a risk assessment form shall be completed by the Purchaser and issued with the samples. The Purchaser shall indemnify the Company as against any failure to fully comply with this clause.

9. LIMITATION OF LIABILITY

9.1 Save for where the Contract provides specific remedies to the Purchaser in respect of Clause 5.1 (Services: Specification and Use), 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:

9.1.1 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

9.1.2 any use made by the Purchaser of the Services, or the Report, or any product relying on the Services; and

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

9.2 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.

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

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

9.3.2 under Section 2(3) of the Consumer Protection Act 1987; or

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

9.3.4 for fraud or fraudulent misrepresentation.

9.4 Subject to Clauses 9.2 and 9.3:

9.4.1 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 Services, or the supply of the Services shall be limited to a maximum financial cap of the lesser of:

9.4.1.1 £50,000.00; and

9.4.1.2 a sum equivalent to the Contract Price.

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

9.4.2.1 pure economic loss;

9.4.2.2 loss of profits;

9.4.2.3 loss of business;

9.4.2.4 loss of goodwill and/or reputational damage;

9.4.2.5 losses arising from any liability to a Third Party; or

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

9.5 The Purchaser may not reproduce the Report other than in full except with the prior written approval of the Company and/or the testing laboratory. All results produced in the Report or obtained otherwise remain confidential to the parties.

9.6 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 Clause 5.4 or arises as a result of the Purchaser's failure to comply with Clause 8.

10. FORCE MAJEURE

10.1 The Company may defer performance, terminate the Contract or reduce the scope of Services provided 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.

10.2 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.

10.3 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.

11. ANTI-BRIBERY, MODERN SLAVERY, DATA PROTECTION AND COMPETITION

11.1 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.

11.2 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.

11.3 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.

11.4 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**).

12. GENERAL

12.1 "Heathfield ", "Breedon", "Breedon Aggregates", "Breedon Ireland", "Breedon Trading", "1st Mix", "Fyfestone", "Lagan", "Lagan Concrete", "Pro Mini Mix", "Welsh Slate" and "Whitemountain" are trading names of the Breedon Group.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 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 or equivalent legislation in the Relevant Jurisdiction by any person that is not a party to it in the Relevant Jurisdiction. Any member of the Breedon Group may enforce the terms of the Contract as if it were an original contracting party.

12.7 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.

12.8 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.

12.9 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 of the Relevant Jurisdiction.