Standard terms and conditions which apply to the supply of surfacing and contracting 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 3.6 (Additional Charges) and Clause 10 (Limitation of Breedon's Liability)

1. BASIS AND FORMATION 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1.2 Any Quotation issued by the Company may be withdrawn at any time before acceptance of an order and shall be deemed to be withdrawn if an order is not received within 30 days of its date unless stated otherwise on the Quotation.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 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 whole of the Services as set out in the Quotation (and not part only) subject to these Conditions.

1.4 The Scope of the Services shall be as set out in the Scope or the Quotation or, to the extent there is no conflict with the Scope or the Quotation and provided it has been accepted by the Company, in the Purchaser's order.

1.5 The Quotation shall set out, in detail, the Scope of the Services required, and the Purchaser shall be responsible for checking the Quotation is accurate and complete. Details required include the location and size of the Site, the location and extent of the Services, any restrictions as to access to the Site (including any parking or unloading restrictions on the public highway adjacent to the Site), and the type(s) of Services that the Purchaser wishes the Company to supply.

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

1.7 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.

1.8 Subject to Clause 10.3.4 (Limitation of Liability) below, the Purchaser acknowledges that it has not relied on any statement, promise or representation in relation to the Materials and/or the Services (including design, planning or logistics of the Services or the use, strength, fitness for any purpose, surface area yield, storage or handling of the Materials) 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.

1.9 All samples, drawings, descriptive matter, specifications and advertising issued by the Company to 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 in relation to the Services and/or Materials described in them. They shall not form part of the Contract with a Purchaser or be treated as a description of the Services and/or Materials unless expressly agreed by the Company in writing. No Materials are sold by sample.

1.10 The Company may withdraw any Order, at any time after acceptance, if the Purchaser 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 Purchaser in relation to the Services, on commercially sensible terms.

2. DEFINITIONS AND INTERPRETATION

2.1 In these Conditions:

Additional Charges means the additional charges payable in addition to the Contract Price for the Materials provided for in Clause 3.6.

Advance Payment means the initial payment required of the amount set out in the Quotation (if any) prior to the Company commencing the provision of the Services.

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), Minster Surfacing Limited (CRN: 04084446), Phoenix Surfacing Limited (CRN: 02577303), Thomas Bow Limited (CRN: 04503934) 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 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 Quotation 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 supply of the Services.

Defect means any material shortcoming or material non-conformity in the condition and/or attributes of the Services and/or Materials 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 or as otherwise agreed by the Company.

Finished Product means the finished Surface after completion of the Services.

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

Maintenance means maintenance of the surface of certain roads and highways, in accordance with the Scope.

Materials means asphalt and other bituminous bound materials and any goods and materials forming part of the Services to be supplied by the Company to the Purchaser.

Proposal means the proposal prepared by the Company in relation to the Services.

Purchaser means the person who purchases the Services from the Company.

Quotation means the Company's quotation given to the Purchaser for the supply by the Company of the Services and/or Maintenance.

Recommendations means in relation to the use or maintenance of the Finished Product either generally or in accordance with good industry practice or customs or as set out on any of the Breedon Group's webpages or literature relevant to the Finished Scope 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.

Scope means the scope of the Services to be provided to the Purchaser in the Purchaser's request for a Quotation (subject to acceptance by the Company), the Quotation or any special or additional instructions requested by the Purchaser and agreed to by the Company in writing.

Services means supply and the laying of the Materials including ancillary preparation, planing and/or Maintenance in accordance with the Scope.

Site means the location where the Company shall provide the Services.

Specification means the specification of the Materials in British Standards BS59849 or equivalent in the Relevant Jurisdiction, together with any other specific to the specification accepted by the Company in writing as being part of the Specification.

Surface means any type of surface carriageway either vehicular or pedestrian including roads, highways or pavement or agricultural silage pads, car parks, cycleways, tow paths, tracks, runways and taxiways wherever located or situated.

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

Unsafe means such matter, act or thing posing a risk, actual or potential, to persons, property or the environment.

Works means the works to be carried out by or on behalf of the Purchaser at the Site of which the Services shall form part.

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 At the time of accepting the Purchaser's order the Purchaser shall, if requested to do so, pay the Advance Payment to the Company in the Relevant Currency. Orders shall not be deemed confirmed until the Advance Payment is paid in full. The Advance Payment shall be refundable in the circumstances set out in the Quotation.

3.2 The final value of the Services carried out by the Company (except such as may have been instructed on a daywork basis) shall be established by measurement on completion and calculated by reference to the prices set out in the Quotation. All Services shall be re-measured in accordance with the Method of Measurement for Highway Works, or with TII Method of Measurement for Highway Works or such other equivalent in the Relevant Jurisdiction current at the time of execution of the Services, unless otherwise stated in the Quotation.

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 applicable 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 (if any in the Relevant Jurisdiction) as at the rate in force 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 (if any in the Relevant Jurisdiction).

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

3.6.3 the Purchaser re-directs, refuses or fails to allow the Company on to Site to perform the Services, fails to give sufficient Site instructions, or fails to obtain appropriate licences or authorisations which prevents or delays performance; or

3.6.4 the Company is obliged to use sundry parts (including bituminous grit, bituminous emulsion, cleaning existing services or compacting foundations), additional Materials or other products required in order to properly perform the Services in accordance with the Contract; or

3.6.5 the Services cannot be performed due to unsuitable or Unsafe access to the Site (and for the avoidance of doubt the Company is under no obligation to provide the Services in such circumstances); or

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

3.6.7 the Purchaser varies or cancels any delivery or changes the date for performance of the Services without giving at least 48 hours' notice to the Company; or

3.6.8 the Purchaser requests the Company to carry out cleaning or any preparatory work required prior to or during the performance of the Services; or

3.6.9 the Purchaser requests the Company to provide the forming of any tie-in detail, either transverse or longitudinal, to existing pavement; or

3.6.10 the Company has to lay the Materials by hand if insufficient space or onsite manoeuvrability is available on Site for the Company's machinery; or

3.6.11 in providing the Services, the Purchaser has not constructed all kerbing before the Company commences the performance of the Services; or

3.6.12 in providing the Services, where the construction does not include for kerbs or concrete haunches, the Purchaser fails to provide and maintain accurate side levels at not more than ten metre intervals including the provision of all pins and equipment and such other setting out as may be necessary for the completion of the Services and all such levels and setting out shall have been agreed previously with the Purchaser's engineer (the Company shall not be liable for any delay in providing the Services caused by a delay in the Purchaser's engineer giving approval in accordance with this Clause); or

3.6.13 the Purchaser requires to lay Material to a depth other than that stated in the Quotation, whether to overcome a variation in level or other irregularity or by reason of any other requirement on a pro rata basis for the additional thickness of Material

laid; or

3.6.14 the Company has to attend on Site on a greater number of occasions than shown on the Quotation. Any additional visits will be subject to an extra charge for all additional costs incurred including transporting labour and Plant to and from the Site, reduced output and any other consequential effects; or

3.6.15 the Company considers the depth of the sub-base provided for the Quotation is not sufficient to meet surface level tolerances, or otherwise in the reasonable opinion of the Company, not sufficient to properly provide the Services, then the Company may charge such additional costs for an additional depth of relevant layer in order to properly provide the Services, unless instructed not to do so by the Purchaser in writing prior to the provision of the Services; or

3.6.16 the Company incurs any standing time due to the default by the Purchaser, their employees, agents or subcontractors, for which labour, plant and Materials shall be chargeable at standard daywork rates; or

3.6.17 the Company has to cut joints in existing surfaces either longitudinal or horizontal; or

3.6.18 the Purchaser fails to provide the Company with an accurate plan or drawing of the Works and/or Site; or

3.6.19 the base course binder course or surface course and other surfaces, ironworks or street furniture have been constructed above the level of the surface on which the first course of such Materials is to be laid. The Company shall not be responsible for the breaking out, building up or making good of the surfacing to any such items; or

3.6.20 the Purchaser fails to ensure the Company has full uninterrupted access to the area of works forming part of the Site, so as not to impede the Services; or

3.6.21 the Purchaser fails to provide a safe working environment on the Site; or

3.6.22 the Company carries out additional tests pursuant to Clause 6.8; or

3.6.23 the Company is obliged to lay any additional thickness of the Material to regulate the Finished Product.

4. MATERIALS: SPECIFICATION AND USE

4.1 The Company warrants to the Purchaser that the Services shall conform in all material respects to the Specification. The Company shall have no liability to the Purchaser as to the suitability of the Materials or the Finished Product 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 Services or the Materials and the Purchaser must independently verify that its choice of Materials and proposed method of delivering the Services as instructed to the Company is suitable for the Works.

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

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

4.5 The Purchaser acknowledges and accepts 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. The Company shall not be liable for any failure of the Purchaser to handle or use the Materials in accordance with generally applicable or recognised health and safety obligations and procedures.

4.6 The Purchaser shall be responsible for the application of any tack coat and/or bond coat to any waterproofing system applied to bridge decks and/or viaduct decks of structures or other similar structure. The Company shall not be liable for any Defect which arises as a result of the failure of any waterproofing course applied to the Surface prior to the provision of the Services.

4.7 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 or before the Due Date.

5.2 Unless otherwise agreed to in writing by the Company or set out in the Quotation payment for Services supplied on a daywork basis shall be calculated in accordance with the C.E.C.A. Schedule of Dayworks ruling at the time that the Services are carried out.

5.3 Unless stated otherwise on the Quotation payment shall be made to the Company on the Due Date irrespective of any provisions to the contrary either in the Purchaser's main contract conditions, other subcontract or agreement.

5.4 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.

5.5 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.

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

5.7 Unless otherwise agreed to in writing by the Company, the Company shall not be obliged to

provide to the Purchaser with any collateral warranty, performance adjudication, retention bond and/or parent company guarantee in respect of the Materials and/or the Services, nor enter into any insurance obligations or commitments.

5.8 If the Purchaser:

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

5.8.2 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

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

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

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

5.8.6 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

5.8.7 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

5.8.8 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

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

5.8.10 (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

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

5.8.12 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

5.8.13 is in breach of the Contract or 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 Materials; or

(ii) cancel or suspend any further delivery to the Purchaser under the Contract; or

(iii) sell or otherwise dispose of any Materials which are subject of the Contract; or

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

5.9 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 prescribed by the Late Payment of Commercial Debts (Interest) Act 1998, the Construction Contracts Act 2013 or equivalent legislation in the Relevant Jurisdiction 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. PERFORMANCE OF THE SERVICES

6.1 The Purchaser shall ensure that the Company is given reasonable notice of the date for commencement of the Services which shall not be earlier than any date for commencement of the Services accepted by the Company. The Purchaser shall submit a programme of the timetable for performance of the Services to the Company not less than 4 weeks prior to any accepted start date. The Purchaser shall update the programme of works regularly and notify the Company immediately in respect of any changes. The Company shall use reasonable endeavours to perform the Services in accordance with any programme of works or agreed dates.

6.2 In respect of the provision of services in the Republic of Ireland, the programming and/or phasing of the contract works shall be agreed in writing prior to commencement of the works. The programming of the contract works shall be based on reasonable weather conditions. Programming of the surfacing works must have regard to the climate conditions with particular reference to the laying of Materials in winter time. Under no circumstances shall the Company accept responsibility for any delay to inclement weather.

6.3 Prior to the start of the supply of the Services the Company shall carry out an inspection of the Site in order to ensure that the agreed Services are appropriate for the Site, are reasonably practical and can be rendered safely. The Purchaser shall instruct a surveyor to ensure that the Services will not be Unsafe and that any permissions necessary to carry out the Works are obtained and provided to the Company prior to the Services commencing.

6.4 If the Company (without obligation to do so) provides sketches, plans, diagrams or similar documents in advance of the provision of the Services, then any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Services nor to guarantee specific results. For the avoidance of doubt the Company is not liable for the design of the Specification, or all or any part of the Services.

6.5 If the Company is unable to supply Services because of inadequate instructions, unsuitable personnel at the Site, inadequate or Unsafe conditions at the Site, the failure of the Purchaser to give uninterrupted access to the area of works, so as not to impede the works or provide a safe working environment, the Purchaser fails to permit supply of the Services, or the

Purchaser's failure to obtain appropriate licences or authorisations prevents or delays the supply of Services, delivery shall be deemed to have taken place at the time when the Company has notified the Purchaser it is ready, willing and able to perform the Services.

6.6 The Company shall use reasonable efforts to comply with any time or date agreed by the Company for delivery of the Materials and supply of the Services, 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, the Services shall be supplied to the Purchaser within a reasonable time of the acceptance of the order.

6.7 The Purchaser shall ensure the Company has full uninterrupted access to the Works and shall provide a safe working environment including any additional procedures processes or equipment for night time working.

6.8 The Company shall not be obliged to provide the Services if the Company suffers failure of any of the safety equipment designed for use in the course of performance of the Services; or where the Site, the access to the Site, equipment at the Site or on Site manoeuvrability is Unsafe, unsuitable, hazardous or inadequate for the proper and safe performance of the Services, 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 Destination, equipment at the Destination or onsite manoeuvrability of the Destination being unsuitable, hazardous or inadequate or the Purchaser's personnel being rude, offensive or abusive.

6.9 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:

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

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

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

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

6.10 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.

6.11 If the Company lays Materials on construction previously prepared by a Third Party, this shall not signify the Company's acceptance that such construction is acceptable to receive the Services. The Company reserves the right to conduct whatever tests the Company feels advisable to verify the nature of such construction however the Company shall not be liable for any subsidence of the Surface due to inadequate design of the Works or inadequate compaction to the underlying layers within the Surface. The Purchaser shall on request by the Company supply evidence of suitable compaction of sub-base that the Surface can bear prior to the Company applying the Materials, or otherwise performing the Services.

6.12 The Company does not accept responsibility or liability for the shedding of surface water if the surface gradients do not comply with the recommendations of the relevant applicable British or other standards or equivalent standards in the Relevant Jurisdiction or of any compliance with any technical specification which is a pre-condition or requirement of the Company prior to the Company performing the Services.

6.13 The Company shall not be liable to a Purchaser for any Losses whether:

6.13.1 direct; or

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

6.13.2.1 any liability to any Third Party;

6.13.2.2 pure economic loss;

6.13.2.3 loss of profits;

6.13.2.4 loss of business;

6.13.2.5 loss of goodwill; or

6.13.3 costs, charges or expenses

resulting from any delay in the performance of the Services or failure to provide the Materials 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 Materials or perform the Services shall entitle the Purchaser to terminate the Contract unless it continues for 90 days or more.

7. PURCHASER'S OBLIGATIONS

7.1 The Purchaser must provide the following to the Company at no cost to the Company:

7.1.1 suitable access and egress to the point of providing the Services for the Company's vehicles and plant at all times;

7.1.2 all water required for the performance of the Services, delivered into storage tanks on Site;

7.1.3 full details of overhead and underground cables, gas and water pipes, together with locations, depths and voltages;

7.1.4 all lighting and traffic control, together with all temporary diversions and ramps;

7.1.5 all illumination for the safe access and egress for day and/or night time working and safe working conditions at the Site for day and/or night time working.

7.2 Prior to laying any Material in a single course construction or the first course of a multi course construction a grid of levels shall be taken and agreed jointly by the Purchaser and the

Company.

7.3 The formation presented to the Company shall be of true line and level and to falls which will in particular ensure the removal of surface water. To permit accurate laying of the Materials the Purchaser shall provide and maintain accurate and suitable line and level control, the accuracy of which shall be the sole responsibility of the Purchaser. The Purchaser must ensure that cross-falls, cambers and longitudinal falls of the proposed Finished Product within the Scope comply with the minimum requirements of British Standard 594 987 or other such applicable official standards relating to the laying of coated materials in the Relevant Jurisdiction.

7.4 Where free edge work is specified the rates allow for the edge wastage on the various layers of the works but do not allow for any temporary form works or supports at the edge of the area to be surfaced where there are no kerbs. The Company cannot therefore be held liable for the cost of any additional sub-base or roadbase provided by the Purchaser to accommodate the natural angle of repose of the carriageway edges of Materials laid by the Company.

7.5 The Company cannot be held responsible for any failures resulting from base and binder courses being used as running surfaces. The Purchaser accepts these non-surface course Materials will have a tendency to fret and lose aggregates from their surfaces which will ultimately create potholes and cause premature failures.

7.6 The Purchaser is at all times responsible for the protection of in-situ concrete, block paving and/or drainage systems potentially affected by the Services. The Purchaser is at all times responsible for protecting any Services carried out in instalments, including Materials laid, Surfaces completed in full or in part, and shall not permit them to be used until the Company has confirmed in writing it may do so.

7.7 The Purchaser is at all times responsible for sweeping prior to the provision of the Services. Sweeping is defined as mechanical or hand sweeping and includes cleaning of the surface to which Services are to be supplied whether washing or jetting.

7.8 The Purchaser is at all times responsible for setting out, together with the provision of engineering support where string lines are ineffective due to distance on single and multiple layers.

8. TITLE

8.1 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.

8.2 The Company shall be entitled to recover payment for the Materials or the Finished Product (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.

8.3 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):

9.1.1 the Finished Product shall be manufactured in accordance with the Specification so as to be free in all material respects from Defect; and

9.1.2 the Company shall perform the Services with all reasonable skill and care; and

9.1.3 subject to Clauses 3.6.15, 3.6.19 and/or 3.6.23 the Materials shall be laid to the thickness specified in the bill of quantities forming part of an order, a Quotation or the Specification; and

9.1.4 whilst supplying the Services, the Company shall try and ensure that the areas forming part of the Site that are not the subject of the Services are reasonably protected for the duration of the Services; and

9.1.5 the Company shall properly dispose of all waste that results from its supplying the Services and in doing so, the Purchaser shall allow the Company a specific area for depositing of waste to enable the Company to remove waste in bulk; and

9.1.6 subject to Clause 9.5, if any damage to the Site is directly caused by the Company during the provision of the Services, the Company shall make good that damage prior to completing the Services.

9.2 Whilst every effort is made to maintain consistency in the characteristics of the Materials or the Finished Product, 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 or the Finished Product; and/or

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

9.2.3 the presence in the Materials or the Finished Product 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 or the Finished Product are manufactured; and/or

9.2.5 the interchangeable use by the Company in the Company's discretion of the constituents forming part of the Materials or the Finished Product; and/or

9.2.6 any other specific variances that are drawn to the Purchaser's attention before entering into the Contract; and/or

9.2.7 the Company manufacturing or laying the Materials or the Finished Product to a withdrawn standard or designation British Standard (or equivalent in the Relevant

Jurisdiction) at the request of the Purchaser.

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

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 or the Finished Product and in any case before the Materials and/or Finished Product are further used, interfered with, added to, or constructed upon in any way.

9.5 Subject always to Clauses 9.2, 9.3 and 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 and/or Finished Product in accordance with the guidelines set out in the Specification, the Recommendations or good industry practice; or

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

9.5.3 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

9.5.4 movement or damage to the kerb adjacent to the Materials and/or Finished Product; or

9.5.5 fair wear and tear; or

9.5.6 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

9.5.7 the failure of the Finished Product due to the inadequate design of the pavement, inadequate compaction to the underlying layers within the pavement or the sub-base, roadbase or base course which have not been prepared by the Company; or

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

9.5.9 the gradient of the surface to which the Materials are applied do not comply with the Recommendations or relevant British Standards; or

9.5.10 the ground conditions onto which the Materials are to be discharged not being suitable or appropriate to receive them; or

9.5.11 any spoiling material or contamination being added to the Materials without the written

agreement of the Company including, without limitation, a non-approved releasing agent; or

9.5.12 the Purchaser not allowing the Company to discharge the Materials within 30 minutes (time being of the essence for this Clause 9.5.12) after arrival at the Site and/or to regularly record the temperature of the Materials and utilise them within the correct temperature range; or

9.5.13 the Materials being laid to an unconfined edge; or

9.5.14 the Purchaser allows traffic onto the surface of the asphalt too early or before the Materials and/or the Finished Product has sufficiently cooled/hardened; or

9.5.15 the Purchaser breaches any part of Clause 7; or

9.5.16 the Purchaser refuses to permit the Company to apply additional depth of surface course pursuant to Clause 3.6.17; or

9.5.17 the failure, or any defects, in the waterproofing coat pursuant to Clause 4.7; or

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

9.5.19 failure to observe any specific maintenance requirements which should be completed after laying of the Materials; or

9.5.20 a failure of the Purchaser to comply with the precautions and limitations in respect of the Materials as set out in the data sheet for the Material available on the Company's website from time to time; or

9.5.21 any fuel spillage on the Materials or Finished Product not caused by the Company; or

9.5.22 the Purchaser has tampered with the Materials and/or Finished Product in an attempt to rectify any alleged Defect.

9.6 Subject always to Clauses 9.2 to 9.6, if the Materials and/or the Finished Product does 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-perform the Services free of charge; or

9.6.2 remedy the Defect free of charge; or

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

9.7 If the Company either re-supplies the Materials 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 Clause 6 (Performance of the Services), and breach of Clause 9 (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 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 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 12 of the UK's Sale of Goods Act 1979, Section 39 of the Sale of Goods and Supply of Services Act, 1980 or equivalent legislation in the Relevant Jurisdiction; or

10.3.3 under Section 2(3) of the UK's Consumer Protection Act 1987, Sections 14(2) and 14(4) of the Sale of Goods Act, 1893 (as amended) or equivalent legislation in the Relevant Jurisdiction; or

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

10.3.5 for fraud or fraudulent misrepresentation.

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 Services shall be limited to a maximum financial cap of the lesser of:

10.4.1.1 £50,000.00 or the equivalent sum in the Relevant Currency; 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 (including liquidated damages claims); or

10.4.2.6 claims for liquidated damages or lane occupancy charge; or

10.4.2.7 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 9.1 to 9.6.

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 mixing plants, machinery or vehicles or other plant or machinery or vehicles used in the provision of the Services, 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, COMPETITION AND DATA PROTECTION

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 Data Protection Act 2018 and other Applicable Laws relating to the processing of personal date 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. GENERAL

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

13.2 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.

13.3 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.

13.4 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.

13.5 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.

13.6 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.

13.7 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.

13.8 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.

13.9 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.

13.10 In the event of any dispute or claim the Purchaser shall, if requested to do so by the Company, submit in good faith to an alternative dispute resolution procedure (**ADR**). Such ADR may include arbitration, and, if applicable, shall be determined by a single arbitrator agreed or in the absence of agreement by the Chairman of the Institute of Registered Arbitrators in the Relevant Jurisdiction and governed by applicable arbitration laws in the Relevant Jurisdiction.