Standard terms and conditions which apply to the purchase/receipt of waste for landfill or recycling at a site of the Breedon Group in the UK and Ireland

1 July 2024

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1. Basis and Formation of the Contract

1.1 All Waste received by the Company shall be subject to these Conditions, and any Contract shall be issued 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1.2 Any Quotation issued by the Company may be withdrawn at any time before acceptance of an order and shall be deemed to be withdrawn if an order is not received within 30 days of its date unless stated otherwise on the Quotation.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 receive the Waste on any other basis than a Contract incorporating these Conditions and no contract shall exist until there has been an order from the Customer which has been accepted by the Company and any such order shall be deemed to be an offer by the Customer to deposit Waste as set out in the Quotation (and not part only) subject to these Conditions.

1.4 Where a Customer wishes the Company to receive Waste to be deposited as landfill or recycling at a Site, the Customer shall via telephone, or by email, inform the Company of the type and quality of the Waste it wishes to deposit as landfill or for recycling at the Site. The Company may, but without obligation to do so, issue a Quotation to the Customer. The Company is under no obligation to accept any Waste at a Site.

1.5 Prior to the acceptance of any Waste by the Company at a Site, the Customer must complete and provide all paperwork including WAC Testing undertaken by an accredited authority in such format as to enable the Company to verify that the Waste meets the Waste Acceptance Criteria and complies with all Relevant Laws.

2. Definitions and Interpretation

2.1 In these Conditions the following definitions shall apply:

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 Brick Limited (CRN: IE10541), Breedon Surfacing Solutions Ireland Limited (CRN: IE115014), Breedon Materials Limited (CRN: IE123494), 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.

Customer means the person, firm or company to whom the Quotation is issued.

Company means the member of the Breedon Group receiving the Waste from the Customer.

Conditions means the terms and conditions set out in this document and includes any terms set out on the Quotation or otherwise agreed in writing between the Company and the Customer.

Contract means the contract between the Company and the Customer for the receipt of Waste incorporating these Conditions.

Contract Price means the price payable by the Customer to the Company for the receipt of Waste at the Site in the Relevant Currency.

Due Date means the end of the month following the month of deposit of the Waste to the Customer, or otherwise as provided for in the Quotation.

Environment means all or any of the following media, namely, the air, water and land, and any natural organisms supported by any of those media.

Environmental Enforcement Notice means any notice served by the Regulator or other competent authority in the Relevant Jurisdiction upon the Company and/or the Customer in accordance with Environmental Laws or the Landfill Regulations requiring the Company and/or the Customer to take any action in relation to or in connection with the Site including anything regulating landfill in the Relevant Jurisdiction.

Environmental Laws means all Applicable Laws relating to Environmental matters in the Relevant Jurisdiction.

Force Majeure means any circumstances beyond the control of the parties including but not limited to (a) war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition or embargo; (b) ionising radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof; (c) rebellion, revolution, insurrection, military or usurped power and civil war; (d) riot, commotion or disorder, except where solely restricted to employees of the Customer; (e) terrorism; or (f) strikes lock outs or other forms of industrial action but excluding by the Customer or its sub-contractors or employees.

Health and Safety Enforcement Notice means a notice served by the relevant Health and Safety Executive upon the Company and/or the Customer relating to any contravention of any health and safety legislation and any regulations or orders made thereunder from time to time requiring the Company and/or the Customer to take any action in relation to or in connection with the Site in the Relevant Jurisdiction.

Health and Safety Laws means all Applicable Laws relating to health and safety in the Relevant Jurisdiction.

Landfill Regulations means all Applicable Laws relating to landfills, waste disposal sites for the deposit of waste onto or into land, including landfills for inert waste in the Relevant Jurisdiction.

Mineral Planning Authority means the local or statutory authority having jurisdiction over the Site in connection with the extraction of the Minerals for the purposes of the Local Planning Acts in the Relevant Jurisdiction.

Permit means the environmental permit in force from time to time at the Site.

Planning Laws means all Applicable Laws relating to planning matters and any condition attached to any consent permission or approval relating to the Site or the operations of the Customer at the Site under the Conditions including the Planning Permission in the Relevant Jurisdiction.

Planning Notice means a notice served by the Mineral Planning Authority or other relevant planning authority relating to any contravention of the Planning Permission or the Local Planning Acts in relation to the Waste.

Planning Permission means the planning permission obtained by the Company granted by the Mineral Planning Authority or other relevant planning authority authorising the extraction of the minerals and receipt of landfill and related activities from the Site and any subsequent planning permission amendment modification or variation of the same.

Policies means all relevant policies, compliance programmes, and site rules of the Breedon Group including health and safety, quarry specific rules and regulations, data protection, anti-bribery, competition law, and environmental.

Quotation means the quotation or price for the receipt of Waste at the Site issued or given by the Company to the Customer.

Regulator means the authority or other local or statutory authority having jurisdiction over the Site for the purposes of the Environmental Laws and all regulations and orders made thereunder from time to time and any permits, licences, authorisations or consents granted thereunder. In England, the Regulator of the Landfill or Recycling operation will be the Environment Agency (EA), in Wales, this will be Natural Resources Wales (NRW), in Scotland, this will be the Scottish Environmental Protection Agency (SEPA), in Northern Ireland this will be the Northern Ireland Environment Agency (NIEA), in the Republic of Ireland this will be the Environmental Protection Agency (Ireland) (EPA).

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.

Relevant Laws shall mean all Applicable Laws relating to the deposit of Waste and operation of the Site in the Relevant Jurisdiction including Environmental Laws, the Landfill Regulations, Health and Safety Laws and Planning Laws.

Site(s) means any of the Breedon Group's sites to which Waste is delivered.

Waste Acceptance Criteria means the minimum testing requirements that need to be met for the disposal of nonhazardous waste to an inert landfill in the Relevant Jurisdiction.

WAC Testing means the chemical analysis on the Waste to determine that the Waste meets the Waste Acceptance Criteria specific to each Site as prescribed by the Company from time to time.

Waste means waste materials and products defined as waste for the purposes of the Environmental Laws.

Waste Transfer Note means the formal document that details the transfer of waste from one person to another.

3. Charges

3.1 Unless otherwise agreed in writing by the Company the Contract Price for the Waste deposited at a Site shall be as stated in the Quotation or as agreed by the Company.

3.2 The Contract Price for any order which is made by reference to weight or volume or cubic metre shall be calculated accordingly.

3.3 The Contract Price shall be exclusive of VAT or other applicable sales taxes and payable in the Relevant Currency in the Relevant Jurisdiction.

4. Payment and Default

4.1 Subject to Clause 4.2 and 4.3 below, payment of the Contract Price for the Waste shall be made in the Relevant Currency in cleared funds on or before the Due Date.

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

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

4.4 The Company reserves the right in its absolute discretion to require payment by the Customer for any Waste that has already been deposited or is to be deposited in the future by way of cleared funds before further Waste is deposited notwithstanding any previous agreement to provide credit to the Customer.

4.5 If the Customer:

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

4.5.2 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

4.5.3 exceeds any credit limit assigned to the Customer from time to time by the Company; or

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

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

4.5.6 is the subject of an application to court or order for the appointment of an administrator; or

4.5.7 has a receiver or an administrative receiver or administrator appointed over any of its assets; or

4.5.8 is in breach of any term of these Conditions 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

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

4.5.10 (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

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

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

4.5.13 is in breach of any of its obligations under these Conditions.

then the full balance outstanding on any account between the Company and the Customer 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 deposit of any undelivered Waste; or

(ii) immediately and without notice cancel or suspend any further deposit of Waste; or

(iii) terminate the Contract with immediate effect by giving notice to the Customer.

4.6 Where any payments or sums due to the Company under the Conditions 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 Customer shall pay the interest together with the overdue amount.

4.7 Any termination of the Contract (howsoever occasioned) shall not:

4.7.1 affect any accrued rights or liabilities of either party;

4.7.2 release the Customer from any of the Customer's obligations or liabilities which have accrued under the Conditions;

4.7.3 affect the rights and powers conferred by the Conditions on the Company; or

4.7.4 the coming into force or the continuance in force of any provision of the Conditions which is expressly or by implication intended to come into or continue in force on or after such termination.

4.8 If an Environmental Enforcement Notice, a Health and Safety Enforcement Notice and/or a Planning Notice is served on the Company and/or the Customer relating to the receipt of the Waste the Customer shall take all steps as directed by the Company to comply with the provisions of such notice.

5. Operational Specification

5.1 The Customer shall ensure that:

5.1.1 every delivery of Waste to the Site is made only during normal business hours at the Site and that on arrival at the Site the Customer's driver or haulier shall report to the Site office and provide an accurate written description of the type and quantity of Waste being delivered and any other documentation required by law;

5.1.2 it shall not deposit any Waste at the Site which is in breach or does not comply in full with the terms of the Permit and the Waste Acceptance Criteria;

5.1.3 all Waste is inert;

5.1.4 complies with Clause 4.5 prior to delivery of Waste;

5.1.5 the Customer's driver or haulier shall, before leaving the Site, collect from the Site office a conveyance note confirming the type and quantity of Waste deposited;

5.1.6 it shall (and shall procure that the Customer's driver or haulier shall) deposit the Waste in that part of the Site indicated by the Company's Site personnel and shall (and shall procure that the Customer's driver or haulier shall) comply with all instructions given by such personnel and with the Company's Site rules, health and safety rules, all legislation relating to the health, safety and welfare of the public and persons using or employed at the Site, all applicable legislation relating to the deposit of Waste, and the conditions of any permits, Waste Transfer Notes, Waste management licences and/or authorisations relating to the Site;

5.1.7 it only delivers to the Site Waste permitted to be deposited there under the terms of any permits, waste management licences and/or authorisations relating to the Site. If the Customer breaches this condition, the Customer shall on being requested to do so by the Company and at the Customer's sole cost immediately remove from the Site such Waste and any other materials contaminated by such Waste or which have become mixed with such Waste. If the Customer fails to do so, the Company may make arrangements for removal of such Waste and other materials from the Site, and the lawful disposal of such Waste and other materials, and the Customer shall indemnify the Company for all costs and expenses directly or indirectly incurred by the Company in connection with such removal and disposal;

5.1.8 it shall (and shall procure that the Customer's driver or haulier shall) satisfy themselves

that the access to the area at the Site to which they are delivering Waste is in a suitable condition for their vehicle. The Company gives no warranty that such access will be suitable and accordingly will have no liability in respect of any damage caused to the delivery vehicle or any losses arising therefrom. The Customer shall (and shall procure that the Customer's driver or haulier shall) follow all signs and instructions given by the Company's personnel, use as instructed by the Company any wheel cleaning facilities at the Site, and not litter, soil or contaminate the public roads used to access the Site;

5.1.9 all Waste delivered by the Customer to the Site shall become the property of the Company on delivery and the Customer shall not be entitled to sort over or remove any Waste from the Site following its delivery provided always that title to Waste which does not comply with the requirements in these Conditions shall not pass to the Company but shall remain with the Customer;

5.1.10 it shall comply (and shall procure that the Customer's driver or haulier shall comply) with all Relevant Laws relating to the Customer's activities and the activities of the Customer's driver or haulier at any of the Site including without limitation:

5.1.10.1 Waste shall be adequately contained and not allowed to escape;

5.1.10.2 all and any documentation required by law for and in connection with each consignment of Waste delivered by the Customer or the Customer's driver or haulier to the Site shall be provided to the Company;

5.1.10.3 an accurate written description of the Waste delivered to the Site shall be provided to the Company by the Customer or the Customer's driver or haulier; and

5.1.10.4 the Customer shall procure that Waste shall be transported only by a registered Waste carrier;

5.1.11 it shall fully and effectually indemnify the Company on demand against all losses damages costs and expenses incurred by the Company arising directly or indirectly from any failure by the Customer, the Customer's driver or the Customer's haulier to comply with legislation or regulations or arising from the Customer's use (or the Customer's driver's or haulier's use) of the Site or the performance or non-performance of any of the Customer's obligations pursuant to the Conditions including without limitation legal costs incurred by the Company and the costs and expenses of any enforcement action taken against the Company by the Regulator and other governmental authorities.

6. The Site

6.1 The Customer warrants and undertakes to the Company that at all times, whilst depositing Waste at the Site, or generally whilst at the Site, that the Customer shall:

6.1.1 have procedures in place for the reporting and investigation of injuries and accidents that comply with all Relevant Laws and good industry practice, and shall follow those procedures;

6.1.2 at all times comply with all Health and Safety Laws, health and environmental rules, all site procedures (including the Site specific regulations, Services specific rules and regulations, including excavation and tipping rules) the Policies (**SHE Rules**) and the Permit and the Planning Permission as from time to time published by the Company and all other safety requirements applicable to the Site and shall ensure that the Customer's employees, agents and sub-contractors so comply;

6.1.3 not discharge water and not contaminate any adjoining land or minerals or materials; and

6.1.4 take such precautions and do all such things as may be necessary or desirable to secure adjoining property from damage or injury through or from the deposit of Waste or an accumulation or flow of water or otherwise and to indemnify and at all times to keep indemnified the Company from and against all actions claims damages and expenses which may be instituted or occasioned by reason of any such damage or injury through or from the deposit of Waste or anything connected with them.

6.2 The Site shall at all times belong to and remain the absolute property of the Company. The Company shall provide to the Customer a non exclusive licence to access and egress to and from the Site, for the purposes of depositing Waste strictly in accordance with and for the duration of the Contract.

6.3 The access to the Site shall not be exclusive to the Customer but only such as shall enable the Customer to perform the Customer's obligations without undue hindrance.

6.4 For the avoidance of doubt nothing in these Conditions, or otherwise, shall give the Customer any right, title or interest to all or any part of the Site.

6.5 All minerals, metals, objects and other things found or discovered on under or around the Site shall be the property of the Company and shall be dealt with as the Company may direct.

6.6 The Company reserves the right at any time without notice to close the Site for any reason as it determines in its absolute discretion.

7. Anti-Bribery, Modern Slavery, Competition and Data Protection

7.1 The Customer shall comply and use reasonable endeavours to ensure all persons associated with the Customer (as defined by section 8 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 Customer shall maintain and enforce its own policies and procedures, including adequate procedures under the Bribery Acts, to ensure compliance with all anti-bribery and anti-corruption legislation in the Relevant Jurisdiction.

7.2 The Customer shall, where obliged to do so by law, comply with the provisions of the UK Modern Slavery Act 2015 (the **MSA**) and shall use all reasonable endeavours to ensure its supply chain is slavery free and assist the Breedon Group in its compliance with the MSA.

7.3 The Customer 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.

7.4 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 Customer 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 Customer 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**).

7.5 The Company may, at any time forthwith by written notice to the Customer, terminate the Conditions in the event of a breach or suspected breach of any provision of this Clause 7.

7.6 The provisions of this Clause 7 shall survive expiry or earlier termination of the Conditions.

8. Indemnity

8.1 Without prejudice to the Customer's liability for breach of any of the Customer's obligations under these Conditions, the Customer shall indemnify and defend the Company, keep the Company indemnified, and hold the Company harmless (together with any of the Company's employees, sub-contractors, assignees or agents) in full and on demand (with no duty on the Company to mitigate its loss), from and against any demands, actions, liabilities, monies, losses, amounts paid or payable, damages, costs, expenses, interest and penalties and/or legal costs and expenses (all of which whether direct or indirect) to the full extent of that loss (together **the Losses**), awarded against, incurred, paid or payable by the Company, howsoever arising (including in contract, tort, negligence and/or debt) wholly or in part resulting directly or indirectly from the matters listed below, whether or not such Losses or the consequences of the matters listed below were foreseeable at the date of the Conditions:

8.1.1 any loss or damage to property of any nature or type whether movable or immovable, real or personal;

8.1.2 any injury to any person, including injury resulting in death;

8.1.3 any failure (by act or omission) of the Customer, to comply with and use all reasonable endeavours to ensure all persons associated with it comply with all applicable anti-bribery and anti-corruption legislation including, the Bribery Acts and any applicable EU directives in the Relevant Jurisdiction.

8.1.4 any failure (by act or omission) of the Customer, its agents, servants or subcontractors, to comply with the provisions of the MSA;

8.1.5 any failure (by act or omission) of the Customer, its agents, servants or subcontractors, to take all such appropriate measures (including technical and organisational) as are necessary to comply with the provisions of the Data Protection Laws to protect against the unlawful or unauthorised procession of unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, or any act or

omission of the Customer which results in the Company being in breach of any of its obligation or duties in whole or in part in relation to Data Protection Laws;

8.1.6 any claim that the Customer, its agents, servants or subcontractors, is engaging in or allegedly engaging in any agreement, arrangement, concerted practice or information exchange or behaviour in breach of UK, EU or other competition law in force from time to time in the Relevant Jurisdiction;

8.1.7 any breach of or failure to comply with the terms or conditions of the Planning Permission, Relevant Laws, Environmental Laws, Health and Safety Laws, Landfill Regulations and/or the Permit; and/or

8.1.8 any breach of Clause 5 or Clause 6.

except insofar as such loss, damage or injury shall have been caused by negligence on the part of the Company, its servants or agents.

9. Miscellaneous

9.1 Neither the Company nor the Customer shall be liable for any delay or failure to perform its obligations under the Contract caused by Force Majeure. In such event, the party unable to meet its obligations shall promptly notify the other in writing of the circumstances, and the time for performance of the Contract shall be automatically extended by a reasonable period. If the circumstances continue for at least sixty days after such notification, either party may terminate the Conditions without fault with immediate effect on giving written notice to the other.

9.2 The Customer shall not assign, sub contract (save for sub-contractors approved by the Company prior to their appointment) or transfer or in any other manner make over to any third party the benefit and/or of the burden of the Contract without the prior written consent of the Company. The Company may freely assign, subcontract or transfer or in any other manner make over to any third party the benefit and/or the burden of the Contract without the consent of the Customer.

9.3 No forbearance, delay or indulgence by either party in enforcing the provisions of the Contract shall prejudice or restrict the rights of that party, nor shall any waiver of its rights operate as a waiver of any subsequent breach; and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

9.4 The Contract and the documents expressly referred to in it, supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter of the Contract. No variation, addition to or modification of any provision of the Contract shall be binding upon the parties unless made pursuant to the terms of the Contract.

9.5 Any notice to be given to a party under the Contract shall be given in writing in the English language and delivered by hand or sent by first class prepaid post.

9.6 Any notice to be given to the Company or the Customer shall be delivered or sent to its registered

office or such other address as either party may have notified to the other party as its proper address for service.

9.7 Notices given in accordance with this Clause 9 shall be deemed to have been received 48 hours after posting (exclusive of the day of posting) if sent by first class prepaid post or on the day of delivery if delivered by hand. Notices shall not be sent by facsimile or email.

9.8 If any provision of the Contract shall be held to be invalid, illegal or unenforceable in whole or in part, such provision shall to that extent be deemed not to form part of the Contract, but the enforceability of the remainder of the Contract shall not be affected. In the event that any provision of the Contract shall be void or unenforceable by reason of any provision of applicable law, it shall be deleted and the remaining provisions of the Conditions shall continue in full force and effect and, if necessary, be so amended as shall be necessary to give effect to the spirit of the Contract so far as possible.

9.9 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, make any party the agent of the other party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

9.10 The Company is part of the Breedon Group. Save for the rights of each member of the Breedon Group to enforce any rights under the Contract, nothing in the Contracts (Rights of Third Parties) Act 1999 or equivalent legislation in the Relevant Jurisdiction shall operate to give any third party any right to enforce any term of the Contract in the Relevant Jurisdiction.

9.11 Any dispute which may arise between the Parties arising out of or in connection with the Contract, its subject matter or formation shall be governed by, and construed in accordance with the law in the Relevant Jurisdiction, the parties hereby submit to the exclusive jurisdiction of the Courts in the Relevant Jurisdiction for such purposes.