Standard terms and conditions which apply to the sale of all cement and cementitious extenders and supply of related services in the UK and Ireland

2 August 2021

YOUR ATTENTION IS DRAWN TO CLAUSE 5.6 (ADDITIONAL CHARGES) AND CLAUSE 10 (LIMITATION OF LIABILITY)

1. BASIS OF THE CONTRACT

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

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 Any Quotation issued by the Company may be withdrawn at any time before acceptance of an order and shall be deemed to be withdrawn if an order is not received within 30 days of its date.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

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

1.4. The quantity and description of the Materials shall be as set out in the Delivery Ticket or where there is no Delivery Ticket as set out in the Quotation.

1.5. The Company reserves the right to make any change to the specification of the Materials.

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

1.7. Subject to Clause 10.3.4 (Limitation of Liability) below, the Purchaser acknowledges that it has not relied on any statement, promise or representation in relation to 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.

1.8. All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's literature or the Website are 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 or be treated as a description of the services and/or Materials. No Materials are sold by sample.

2. DEFINITIONS AND INTERPRETATION

2.1. In these Conditions:

Additional Charges means any additional charges payable in addition to the Contract Price for the Materials as set out in these Conditions.

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

Breedon Group means Breedon Cement Limited (CRN: 08284549), having its registered office at Pinnacle House, Breedon Quarry, Breedon on the Hill, Derby, DE73 8AP and/or Breedon Cement Ireland Limited (CRN: IE237663) having its registered office at Killaskillen, Kinnegad, Co. Westmeath or any other company within the Breedon Group of companies, further details of which can be found at www.breedongroup.com.

Calendar Days means all days including Saturdays, Sundays and Bank Holidays.

Cement means any cement product whether bulk or bagged agreed to be sold by the Company to the Purchaser more particularly described in the Quotation.

Cement Safety Data Sheet means the safety data sheet for Cement available on the Website or on delivery with the Materials.

Cementitious Extender means either ground granulated blast furnace slag (**GGBS**) and/or pulverised fly ash (**PFA**) or other construction material agreed to be sold by the Company to the Purchaser more particularly described in the Quotation.

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

Conditions means the terms and conditions set out in this document and includes any special terms and conditions set out in the 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 and purchase of Materials incorporating these Conditions.

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

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

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

Delivery Destination means (in the case of collected Materials) the place where the Materials are available for collection which may be a Breedon site or a Third Party Site or (in the case of delivered Materials) the point of delivery being the Purchaser's nominated site for Delivery and the point of discharge of the Materials.

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

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

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.

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

Materials means Cement or a Cementitious Extender agreed in the Contract to be supplied by the Company to the Purchaser (including any part or parts of them) and shall (in the context of exclusions or limitations of the Company's liability contained in the Conditions or where the context admits or requires) include goods and materials as aforesaid which are defective or otherwise non-compliant with the obligations of the Company pursuant to the Contract or otherwise.

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

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

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

Quality Certificate means in the case of Cement, the Cement Safety Data Sheet, and in respect of a Cementitious Extender, the relevant quality certificate for the Cementitious Extender, either available on the Website or Delivered with the Materials.

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

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 health and safety, planning, the Environment or any other matter relating to the sale and purchase of the Materials.

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

Specification means the specification for the Materials as set out in the relevant Quality Certificate or in any relevant British and/or European standards applicable to the Materials, together with any minor changes which do not materially affect the quality and performance of the Materials or which are required by law or applicable regulatory requirements.

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

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

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

Website means www.breedongroup.com and/or www.breedoncement.com.

2.2. Headings are for convenience only and do not affect interpretation. Words in the singular include the plural and, in the plural, include the singular.

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

2.4. 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.

2.5. 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.

3. PRICE

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

3.2. The Contract Price may be increased at any time by the Company upon giving to the Purchaser at least one month's notice in writing. Any orders accepted by the Company after the expiry of the one month period referred to in this Clause 3.2 shall, subject to, where applicable, compliance by the Company with the UK's Price Announcement Order, 2016, automatically be determined by reference to the increased rate as the context requires.

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

3.4. The Contract Price shall be exclusive of any VAT or other applicable sales taxes 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 for the Materials.

3.5. Without prejudice to any other rights or remedy available to the Company an Additional Charge

may be made if:

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

3.5.2. the Purchaser is notified prior to or at the time of acceptance of the order that an additional charge will be made for a delivery below the Minimum Load; or

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

3.5.4. the Purchaser re-directs, refuses or fails to take or permit a delivery, fails to give sufficient delivery instructions, or its failure to obtain appropriate licences or authorisations prevents or delays delivery; or

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

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

3.5.7. the delivery is aborted due to unsuitable or unsafe access to the Delivery Destination, a Third Party Site or a Depot; or

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

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

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

4. MATERIALS: SPECIFICATION AND USE

4.1. The specification and suggested use and application of the Materials are described in the Specification.

4.2. The Company shall have no liability to the Purchaser as to the suitability of the Materials for any particular purpose and the Purchaser must rely on its own skill and judgment.

4.3. The Company does not guarantee that any Cement and/or Cementitious Extender shall be manufactured, produced or supplied from the Relevant Jurisdiction. The Materials may be manufactured, produced or supplied from anywhere in the world and the Purchaser shall not raise any objection thereto.

4.4. The Company shall not be liable for any Losses arising out of any failure to comply with all and any Recommendations or for any Losses arising out of any act or omission which is inconsistent,

not recommended or otherwise advised against pursuant to the Recommendations or the Specification.

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

4.6. 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. Subject to Clause 5.4, payment of the Contract Price for the Materials shall be made in the Relevant Currency in cleared funds on or before the Due Date.

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

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

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

5.5. If the Purchaser:

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

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

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

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

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

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

5.5.7. has a receiver or an administrative receiver or administrator appointed over any of its

assets or similar or analogous proceedings in the Relevant Jurisdiction; or

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

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

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

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

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

5.5.13. is in breach of the Contract or these Conditions.

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

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

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

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

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

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

6. DELIVERY/COLLECTION

6.1. The Purchaser shall ensure that the Company has reasonable prior notice (which shall be not less than 48 hours) of the required time and date of delivery or collection, and where the Materials are being delivered, that the Company (or its agent or contractor) is given sufficient particulars of the Delivery Destination and in the case of orders which exceed the Purchaser's available silo

storage capacity, indicative times for delivery of given amounts of the Materials to ensure that the Company is able to deliver the Materials without returns.

6.2. If the Company is unable to deliver Materials because of inadequate instructions or insufficient silo storage capacity of the Purchaser at the Delivery Destination, or the Purchaser fails to take or permit delivery of the Materials, or the Purchaser's failure to obtain appropriate licences or authorisations prevents or delays delivery, Delivery shall be deemed to take place at the time when the Company has tendered delivery of the Materials or made them available for collection.

6.3. Where the Purchaser is to collect the Materials, the Purchaser shall:

6.3.1. comply with the Site Rules;

6.3.2. collect the Materials on an ex works basis from the Delivery Destination in accordance with the Site Rules;

6.3.3. be responsible for (and bears the cost of) timely obtaining of any authorisation required for the removal and transport of the Materials; and

6.3.4. comply with and observe (and ensure that all of its employees, agents and sub-contractors comply with and observe) all Relevant Laws.

6.4. Subject to Clause 6.5 delay in making Materials available for collection by the Company or a Third Party will not entitle the Purchaser to refuse to take delivery or terminate this Contract.

6.5. The Company may terminate the Contract if the there is a material delay or failure to collect the Materials. For the purposes of this Clause 6.5, **material delay or failure** means a delay or failure of the Purchaser to collect, manage or move Materials from Site which (a) has a serious effect on the benefit the Company would otherwise derive from a substantial portion of this agreement or (b) is a continuing or repeated delay or failure.

6.6. The Company shall use reasonable efforts to comply with any time or date agreed by the Company for delivery of the Materials, but any dates and times are intended for guidance purposes only and shall not be of 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 Materials shall be delivered to the Purchaser within a reasonable time of the acceptance of the order.

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

6.8. The Company, its agents and/or contractors shall not be obliged to deliver any Materials to the Delivery Destination if the Company or its agents or contractors suffer failure of any of the safety equipment designed for use in the course of delivery by the Company, its agents or contractors; or where the access to the Delivery Destination, equipment at the Delivery Destination (including the silos) or onsite manoeuvrability of the Delivery Destination is Unsafe, unsuitable, hazardous or inadequate for the proper and safe unloading of the Materials, or where personnel at the

Delivery Destination are rude, offensive or abusive to the Company's employees, contractors or agents. The Purchaser shall indemnify and keep the Company indemnified against any Losses arising from the access to the Delivery Destination, equipment at the Delivery Destination or onsite manoeuvrability of the Delivery Destination being Unsafe, unsuitable, hazardous or inadequate or the Purchaser's personnel being rude, offensive or abusive.

6.9. The Purchaser shall ensure that the Delivery Destination complies and continues to comply with the Company's inspection form/report carried out at the Delivery Destination. The Company shall not be obliged to deliver any Materials to any Delivery Destination where, in the opinion of the Company (in its absolute discretion), the Delivery Destination or route to the Delivery Destination is unsafe or where the conditions for safe delivery have not been met (including the condition and state of repair of the silo) or in the event of any silo suffering any blockage in whole or in part rendering discharging of the load, in the reasonable opinion of the Company or the delivery driver, Unsafe.

6.10. 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:

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

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

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

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

6.11. 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.

6.12. If the Materials are to be delivered and left on a street or public highway the Purchaser is responsible for compliance with all laws and regulations in the Relevant Jurisdiction and the Purchaser shall take all measures required to ensure the safety and protection at all times of persons or property. The Purchaser shall indemnify the Company its agent or contractor against all damages, liabilities, costs, claims, losses or expenses which the Company, its agent or contractor may incur as a result of such delivery.

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

6.14. Should the Purchaser not terminate the Contract under Clause 6.11, then any liability of the Company for continued non-delivery shall be limited to either:

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

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

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

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

6.17. For the avoidance of each and every doubt and without prejudice to any other term of these Conditions, notwithstanding any time or date for Delivery which the Company may have confirmed with the Purchaser, the Company gives no guarantee, assurance or warranty of the quality of Materials which are collected from a Third Party Site.

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

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

7. INSPECTION AND SHORTAGES

7.1. The Company shall use reasonable endeavours to supply the quantity of Materials provided for by the Contract and to notify the Purchaser of any surplus or shortfall in the quantity of Materials

delivered. Subject to Clause 7.2, if a surplus or shortfall occurs the Company shall discuss with the Purchaser the possible options to resolve the surplus or shortfall and the Purchaser shall not be entitled to object to or reject the Materials (or part) by reason of any such surplus or shortfall.

7.2. If the Purchaser has a claim for short delivery it must telephone the Company as soon as reasonably practicable and shall then advise the Company in writing within 48 hours of Delivery of any such claim (the **Notice Procedure**). The Purchaser shall use reasonable endeavours to assist the Company in verifying a reported shortfall including the Purchaser providing the Company with access to CCTV footage at the Delivery Destination or personnel involved in the Delivery.

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

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

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

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

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

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

8. RISK AND TITLE

8.1. Risk in the Materials (either to be delivered or on collection from the Depot or from a Third Party Site) shall pass to the Purchaser on loading of the Materials at a Depot.

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

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

8.4. The Company shall be entitled to recover payment for the Materials (and also VAT, other sales taxes and Additional Charges) from the Purchaser even though the ownership of the Materials

has not passed from the Company to the Purchaser.

8.5. The Company shall be entitled at any time to inspect or recover any or all of the Materials in the Purchaser's possession to which the Company has title and for that purpose the Purchaser hereby permits the Company or its servants, agents or contractors to enter upon any premises occupied by the Purchaser or to which the Purchaser has access and where the Materials may be or are believed to be situated.

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

9. QUALITY

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

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

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

9.2. Subject to Clause 9.1, the Company does not give any warranty as to the quality, condition or suitability for any particular purpose of the Materials.

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

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

9.3.2. the surface finish or visual appearance of the Materials;

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

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

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

9.4. Subject always to Clause 9.3, the Company shall not be liable for a breach of Clause 9.1 unless:

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

Defect; and

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

9.5. Subject always to Clause 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 in accordance with the guidelines set out in the Specification or Recommendations; or

9.5.2. the Purchaser mixing the Materials with an incompatible product or any product which is not consistent with the normal and proper use of the Materials; or

9.5.3. the Materials being manufactured produced processed or mixed by the Company to the specification of the Purchaser which is not consistent with the Specification, the Quality Certificate or the Recommendations; or

9.5.4. fair wear and tear; or

9.5.5. 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

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

9.5.7. the Purchaser using too much or too little Cement and/or Cementitious Extender in the manufacture of any third party product or in use generally. The Company shall not be liable for the ratio of Cement and/or Cementitious Extender used in the manufacturing of any product; or

9.5.8. the Purchaser providing incorrect details of the Delivery Destination or instructions as to the discharge of the Materials at the Delivery Destination; or

9.5.9. the receptacle into which the Materials are to be discharged not being suitable or appropriate to receive them; or

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

9.5.11. the failure of the Purchaser to ensure it has sufficiently qualified personnel at the Delivery Destination to offload and use or mix the Materials; or

9.5.12. the receptacle into which the Materials are to be discharged not being suitable or appropriate to receive them; or

9.5.13. access to the Delivery Destination or discharge point being Unsafe, unsuitable, or otherwise inadequate or inappropriate.

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

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

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

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

10. LIMITATION OF LIABILITY

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

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

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

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

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

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

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

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

10.3.3. conditions implied by section 12 of the UK's Sale of Goods Act 1979; or

10.3.4. conditions implied by sections 12 to 15 of the ROI's Sale of Goods Acts 1893 and 1980; or

10.3.5. for fraud or fraudulent misrepresentation: or

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

10.4. Subject to Clauses 10.2 and 10.3:

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

10.4.1.1. £50,000.00; and

10.4.1.2. a sum equivalent to the Contract Price.

10.4.2. The Company shall not be liable to the Purchaser for any:

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; or

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

10.4.2.6. claims for consequential costs, charges, expenditure or compensation (whether direct or indirect and 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 9.4 or 9.5.

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

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

10.7.1. any loss of or damage to physical property of the Company or any Third Party arising as a result of the actions or omissions of the Purchaser, its sub-contractors or their respective employees and agents (in each case arising out or in consequence of carrying out this Contract) either at a Delivery Destination or a Third Party Site or otherwise; or

10.7.2. death or personal injury arising out of or in consequence of carrying out this Contract to the extent caused by negligence or breach or statutory duty of the Purchaser, its sub-

contractors or their respective employees and agents either at the Delivery Destination or the Third Party Site or otherwise; or

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

11. FORCE MAJEURE

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

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

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

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

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

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

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

12.4. The Company is a data controller for the purposes of the EU Regulation 2016/679 General Data Protection Regulation, the UK's Data Protection Act 2018 and any other Applicable Laws relating to the processing of personal data in the Relevant Jurisdiction (**Data Protection Laws**) and the Purchaser on behalf of itself and any of its directors, shareholders, members, employees, servants

and agents (**Associates**) acknowledges and accepts the Company processes personal data of the Purchaser and its Associates in accordance with the Privacy Notice: All Breedon Group Customers, a copy of which can be found at www.breedongroup.com (**Privacy Notice**).

13. GENERAL

13.1. “Breedon Cement” and "Breedon" are trading names of the Company.

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 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.

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 facsimile or email.

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.