

## **G WEBB HAULAGE LTD AND G WEBB AGGREGATES LTD CONDITIONS OF SALE**

In the following Terms and Conditions, G Webb Haulage Limited and G Webb Aggregates Limited are referred to as "the company", and the person, company or other legal entity to which the products or services are offered and provided will be referred to as "the customer".

### **1. CONDITIONS**

The acceptance of any quotation by the customer shall include acceptance of the terms and conditions described below. Any variation of these terms and conditions by the customer is inapplicable unless accepted in writing by the company.

### **2. QUOTATIONS**

Any quotation shall be revocable at any time prior to acceptance and if not accepted shall lapse 30 days after the date of the quotation.

### **3. PAYMENT**

Payment is due 30 days from the end of the month in which the goods or services are supplied. Credit arrangements are subject to the granting of approved credit accounts and are at the discretion of the company. The company reserves the right to insist upon payment before delivery if the customers' credit is not satisfactory or if payment of any sum owed by the customer to the company is overdue. In addition, the company reserves the right to charge the purchaser 4% per annum above the base rate of the company's bankers for overdue accounts, and to withhold further deliveries or to cancel any unexecuted portion of any order with the company. The buyer shall under no circumstances be entitled to withhold payment. Withheld payments will be liable for the addition of interest charges as stipulated above when overdue.

### **4. PRICE**

Prices quoted are exclusive of V.A.T. and are prices ruling at the time of quotation. The quoted price for the goods or services may be varied by the company and the customer shall pay any increase in the cost of labour and/or materials and/or transport and/or fuel, in addition to the quoted price.

### **5. DELIVERY**

- a) Delivery by the company's vehicles shall be made on the nearest good hard road to the site, including adequate turning and manoeuvring space. If delivery is required at any point off a public road the customer will be responsible for any damage to the vehicle, roadway, pipes and any property whatsoever etc resulting there from. The customer will be at all times responsible for unloading instructions and for their execution.
- b) Should the company's vehicles be held on site for more than 30 minutes the company shall be entitled to charge the customer 'waiting time'.
- c) Any times periods or dates quoted for the dispatch or delivery of goods or services by the company are approximate only. They are not to be taken and are not intended to be agreed times periods or dates imposing any obligations on the company to dispatch or deliver within or by such times periods or dates.
- d) The company's obligation shall be to dispatch or deliver within a reasonable time after the acceptance of any quotation. In assessing what is a reasonable time there shall be taken into account and full allowance shall be made in respect of, inter alia, the following factors affecting the company, its subsidiaries, associated companies or suppliers, in favour of the company :
  1. Act of God, Force Majeure, war hostilities (whether war is declared or not) in any part of the world
  2. Riots, civil commotion, invasion, military or usurped power.
  3. Any Act of Parliament, statutory instrument, and any Bye Law or regulation of any Local Authority or of any statutory undertaking which comes in effect after the date of this quotation.
  4. Any strikes or lock-outs or industrial action (whether official or otherwise).
  5. Any breakdown of plant or equipment used in the production or delivery.
  6. Any shortage of labour or plant or equipment, road traffic accident or bereavement.
  7. Any cause or circumstances beyond the control of the company its subsidiaries associated companies or suppliers.
- e) On any delivery the customer must 1) satisfy itself as to the condition of the goods; 2) allow delivery of the goods when they come onto the site; 3) have a nominated authorised person available on site to sign the delivery note; 4) sign any record produced by the company in respect of any delay after the arrival of the goods at the customer's site, standing time, authorised day-work or other records.

**6. RISK AND EQUITABLE AND BENEFICIAL OWNERSHIP**

- a) Upon delivery, the risk in the goods shall pass to the customer, but equitable and beneficial ownership shall remain with the company until full payment has been received or until prior re-sale in which the company's beneficial entitlement shall attach to the proceeds of re-sale or to the claim for such proceeds.
- b) In the event of full payment not having been received by the company then the customer hereby irrevocably grants and permits the company access to any property it shall own, lease, or which shall be under its control to enable the company to collect and remove any of its products and or materials which are in the possession of the customer but in which the equitable and beneficial ownership has not yet passed to the customer in accordance of the provisions of sub-clause a) thereof.

**7. LIMITATION OF LIABILITY SHORTAGE DEFECTS**

- a) If defects to the goods are established, and it is agreed that this is not due to wilful damage, negligence on behalf of the customer, fair wear and tear, abnormal working conditions, misuse, contamination during storage at the delivery location or alteration to the goods by the customer, the liability of the company shall be limited to the free replacement by the company of such goods.
- b) No shortage in respect of goods which are sold by weight and are the subject of any quotation will be recognised unless properly weighed over a public weighbridge and certificates of weight produced within 24 hours after receipt of the goods which are alleged to be underweight.
- c) The company shall not be liable to the customer for breakage or damage in or caused to the goods supplied by the company or for goods not being of merchantable quality or inferior quality or not fit for the purpose intended or in respect of any discrepancies in the goods supplied by the company unless the company shall have given written notification in respect thereof within three working days after the company shall have supplied or delivered the said goods.
- d) Save as aforesaid no warrant or representation given either before or after the acceptance by the customer or on behalf of the company including without prejudice to the generality of the foregoing any advise or assistance given whatsoever nature as to the use, application, or performance of any goods supplied by the company shall be binding upon the company unless specifically stated in writing to be incorporated in the order

**8. CONSEQUENTIAL LOSS**

Without prejudice to the generality of anything contained elsewhere in these conditions the company shall not in any event be liable to the customer for any indirect or consequential loss damage or expense.

**9. CANCELLATION**

All quotations are made subject to the availability of materials or services and the company reserves the right to cancel in whole or part any order for materials or services to the extent that materials or services cease to be available

- 10. The customer shall not assign any of its rights or obligations under any contract to which the Terms and Conditions of Sale apply without the prior written consent of the company.

**11. INSOLVENCY AND BREACH OF CONTRACT**

The company shall have the option to rescind the order or to suspend delivery in the following event :

- a) Should any sum owed to the company be overdue.
- b) Should the customer be in breach of any term of the supply by the customer.
- c) Should the customer compound or enter into any composition or arrangement to have a proposal made for a voluntary arrangement with its creditors; have a petition presented for the appointment of an Administrator or an Administrator be appointed; have a Receiver or Manager or Administrative Receiver appointed over all or any part of its assets; have a resolution passed for its voluntary winding up save for the purpose of amalgamation or reconstruction or call a Creditors Meeting for a Voluntary Liquidation or enter Voluntary Liquidation; be in receipt of an unsatisfied Statutory Demand or have a Petition presented for its winding up or be for any reason removed from the Registrar of Companies.

**12. GENERAL**

The Contract shall be governed by the laws of England and the parties agree to submit to the jurisdiction of the English Courts.