

BARDO (MIDLANDS) LTD

CONDITIONS OF SALE – AGGREGATES

1. These terms and conditions apply to all sales by the Company and any variation or additional term must be expressly confirmed in writing by a Director of the Company.
2. Quotations are not fixed prices and may be adjusted to reflect cost changes applicable after the quotation date.
3. All quotations are subject to the availability of materials at the time of order and at the time delivery is required. The Company will not accept responsibility for non-delivery or late delivery arising from any cause beyond its control.
4. Unless otherwise stated, quotations for the supply of materials are based on full loads, to be discharged at one point within 30 minutes of the vehicles arrival on site. Standing time thereafter will be charged at the appropriate rate.
5. Any order is accepted on the basis that the delivery point can be approached by good, hard roads, with adequate turning and unloading space. The Company reserves the right to refuse to make delivery if, in the opinion of its driver, the conditions on the site or its access roads are unsafe or are likely to cause injury to persons or damage to vehicles or other property.
6. No cancellation of any order will be accepted unless notified to the Company in time to prevent the loading of its vehicle or its departure from the place of loading. Any costs incurred will be charged.
7. The Company's liability arising out of materials found at the time of delivery to be defective or not as ordered is limited to a replacement delivery.

No claims for defective materials or for material not as ordered will be entertained unless the customer:

- a) Notifies the Company by telephone on the day of delivery.
- b) Confirms the complaint in writing to the Company within 48 hours of delivery.
- c) Allows the company all reasonable facilities to investigate the complaint.

No claims for consequential losses will be accepted.

8. Customers must ensure that any materials offered for sale by the Company are suitable for the purpose for which they propose to use them. No warranty is given that the goods are suitable for any particular purpose unless the customer shall first have advised the Company of all relevant factors relating to the particular purpose and the Company has confirmed in writing that the materials are suitable for that purpose.
9. The Company's terms of payment to account customers are nett monthly account. Overdue accounts will attract interest at 4% above HSBC Bank base rate, calculated from the date of supply of materials until the date when payment for materials has been received by the Company. At no time shall deliveries be made if the account holder's credit limit is exceeded. For purchases by customers without approved credit facilities, payment will be by cash or cheque at time of collection, or at time of delivery before any vehicle is unloaded.