

CONDITIONS OF SALE

- 1. This quotation remains open to acceptance within 30 days from the date hereof and is subject to the materials being available when required.
- 2. The quotation is based on the costs applicable to the supply of materials at the date hereof and exclude V.A.T. Prices may be adjusted to reflect any increase in costs occurring after the date of the quotation.
- 3. Additional charges can also be made (a) if supply of materials is required outside the Company's normal working hours (b) if delivery is required in part loads rather than full loads and (c) if, for any reason the delivery vehicle is unable to discharge its load and vacate the site within 30 minutes of arrival at its destination.
- 4. Invoice queries should be received within 14 days of receipt of invoice.
- 5. The Company will not deliver any load over roads or other ground considered to be unsuitable and reserves the right to refuse delivery, any additional costs incurred by the Company will be paid by the Customer. If a vehicle used by the Company delivers or attempts to deliver materials to a place situated off the public road, the Customer will be liable for any accident and any damage that may result.
- 6. The Customer undertakes to ensure that delivery destinations are attended at the time of delivery and to endorse the delivery note with a clear signature. Materials delivered to unattended destinations can be unloaded at the Company's discretion and the delivery note will be deemed to have been signed by an authorised representative of the Customer.
- 7. Although every effort is made to supply good quality materials of the type specified in this quotation, if any materials supplied by the company should be defective, the Company's liability shall be limited to the cost of their replacement. Such replacement shall be made provided a complaint, in writing, is received within 48 hours after the supply of the defective materials. The Company will not be liable for any other loss or damage, direct or indirect, caused by, or arising out of, the failure of any material to accord with the type or quality of materials ordered or by reason of any other matter whatsoever.
- 8. In any event the Company does not accept responsibility in regard to the suitability or otherwise for any intended purpose of any specification or quality required of any material supplied.
- 9. The Company does not accept responsibility for surface blemishes, discolouration or any other defects that may be caused by naturally occurring inclusions in the supplied materials. The supplied materials are naturally occurring substances and their physical and chemical properties can be subject to variation.
- 10. Any samples of the materials submitted to the Customer are intended to indicate only the substance and the general character of the materials and the Company will not be liable if the colour, chemical composition, grading or particle shape of the bulk of the materials fails to correspond with any such samples, the materials being natural substances and therefore subject to variation
- 11. The Customer shall give adequate notice of his delivery requirements. If the Customer cancels an order incurring additional costs to the Company, then such additional costs shall be paid by the Customer to the Company.
- 12. Net payment for goods must be received by the Company within one month after the date of the invoice for goods supplied. This quotation is submitted on the assumption that the arrangement for payment will prove satisfactory to the Company. Should this not prove to be the case or should any payment be overdue, the Company may suspend or discontinue supplies without being liable for any resulting loss or damage.
- 13. The Company shall not be liable for any loss or damage resulting directly or indirectly from failure or delay to supply goods when the Company is prevented or hindered in supplying goods by any cause outside the Company's reasonable control.
- 14. All goods supplied remain the property of the Company until full payment for the goods and any other payments due to the Company have been made. In the event of the Customer selling the goods before payment has been received then the Company has the right to the proceeds of such sale. If goods, being the property of the Company, are mixed or united with other materials in any way by the Customer, the product thereof shall become the property of the Company until such full payment for the goods and other payments due to the Company have been made.

Health and Safety

Health & Safety Product Data Sheets are available from the Company and can be obtained from the Company's location.

Main Hazards: Natural aggregates are produced from naturally occurring rock and sand and gravel deposits and consist of combinations of various minerals which can include quartz. If inhaled in excessive quantities over extended periods, respirable dust containing quartz, can constitute a long-term health hazard.

Precautions: Inhalation of any dust produced from aggregates or minerals should be avoided. Dust masks to BS2091 Type B or their equivalent should be worn in enclosed spaces where the handling of materials is taking place and where adequate ventilation is not provided. Caution: Bagged materials should be handled with care and appropriate lifting methods should be used.

Border Aggregates Ltd, Scotland Road, Carnforth, Lancashire, LA5 9JZ.