

## 1. DEFINITIONS AND INTERPRETATION

“**Conditions**” shall mean the terms set out in this document and any special terms agreed in writing between the Supplier and the Customer.

“**Consumer**” means a consumer as defined by the Unfair Contract Terms Act 1977 or the Unfair Terms in Consumer Contracts Regulations 1994. **THESE TERMS DO NOT APPLY IF YOU ARE A CONSUMER.** For this purpose a consumer means any natural person acting for purposes outside its trade business or profession.

“**Contract**” means the contract for the supply of Goods incorporating these Conditions.

“**Customer**” shall mean the party with whom the Supplier contracts.

“**Goods**” shall mean the goods or where the context permits the services to be supplied by the Supplier. “**Supplier**” shall mean any subsidiary of the Armstrongs Group including, but not limited to, AMIX (RMC) Plant Limited, UK company number 05531615 and Armstrongs Aggregates Limited, UK company number 02045919 and both with a registered office address of Horwich Recycling Centre, Chorley New Road, Horwich, Bolton, Greater Manchester, BL6 5NJ.

## 2. BASIS OF SALE

- 2.1 The Goods are sold by the Supplier only under these Conditions, which may not be altered without the written agreement of a Supplier Director. Any contrary or additional terms unless so agreed are excluded.
- 2.2 Quotations and estimates by the Supplier are open for acceptance for 30 days from their date and thereafter shall be automatically withdrawn.
- 2.3 Cancellation of the Contract by the Customer will only be accepted at the discretion of the Supplier and in any case on condition that any costs or expenses incurred by the Supplier up to the moment of cancellation and all loss or damage resulting to the Supplier by reason of such cancellation will be paid by the Customer to the Supplier forthwith.
- 2.4 A charge will be made for any costs incurred by the Supplier due to suspension or deferment of the Contract by the Customer or in the event that this Customer defaults in collecting, or giving instructions for the delivery of any Goods.
- 2.5 Health and Safety Information relating to the Goods is available on request. The Customer warrants that it will pass on to all third parties to whom it may supply the Goods all information as to the use and safe handling of the Goods as may have been passed on to the Customer by the Supplier.

## 3. REPRESENTATIONS

3.1 The Supplier shall not be liable in respect of any misrepresentations made by the Supplier its servants or agents to the Customer its servants or agents as to the condition of the Goods their fitness for any purpose or as to quantity or measurements unless the representation is:-

- 3.1.1 made or confirmed in writing by a Supplier Director, and/or
- 3.1.2 fraudulent.

3.2 Without prejudice to Clause 3.1 of these Conditions while the Supplier takes every precaution in the preparation of its catalogues technical circulars price lists and other literature these documents are for the Customer’s general guidance only and statements made therein (in the absence of fraud on the part of the Supplier) shall not constitute representations by the Supplier and the Supplier shall not be bound by them. If the Customer requires advice in relation to the Goods a specific request for

advice should be made and any advice made or confirmed in writing in response to such a request shall amount to a representation and the Supplier shall be liable accordingly.

3.3 For the avoidance of doubt except where the Goods are supplied to a Customer dealing as a Consumer the Supplier's liability for damages for misrepresentation (other than fraudulent) is excluded or limited by Clause 9 of these Conditions. The statutory rights of a Consumer are not affected by these Conditions.

#### **4. PRICE**

4.1 Quoted prices are based on costs prevailing at the time when they are given or agreed are exclusive of VAT. The Supplier shall be entitled to adjust the price of the Goods as at the time of delivery of the Goods or each instalment of Goods as the case may be:-

4.1.1 to take account of any direct or indirect price increases sustained by the Supplier; and/or

4.1.2 if there is any change in the delivery date quantities or specifications for the Goods requested by the Customer or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.

#### **5. PAYMENT**

5.1 Unless the sale is for cash, payment shall be made by the Customer not later than the last day of the month following the date of invoice notwithstanding that the property in the Goods has not passed to the Customer. Prompt payment is an essential part of the Contract. If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's other remedies under this Contract: the Customer shall pay interest on the overdue amount at the rate of 4% per annum above National Westminster Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

5.2 The Supplier reserves the right without incurring any liability whatsoever to refuse to execute the Contract or part thereof or suspend all further deliveries of Goods if the Customer refuses to accept a price variation under Clause 4 or the arrangements for payment are, or the Customer's credit status is, in the Supplier's opinion insufficient or not satisfactory and to refuse to perform or continue to perform the Contract with any Customer whose account or part thereof is or becomes overdue for payment. The Supplier may in its absolute discretion alter or withdraw any and all credit facilities given to the Customer at any time.

5.3 The Customer shall not be entitled to withhold payment of any amount payable under the Contract by reason of any dispute or claim by the Customer in connection with the Contract or any other ground whatsoever nor shall the Customer be entitled to set-off against any amounts payable to the Supplier under the Contract any amount which is not then due and payable by the Supplier to the Customer.

5.4 The Supplier shall be entitled at all times to set-off any debt or claim of whatsoever nature which the Supplier may have against the Customer against sums due by the Supplier to the Customer. The Supplier hereby expressly includes a right to take a lien over the Customer's goods in accordance with Section 41, Sale of Goods Act 1979, in addition the Supplier shall expressly have additional rights to: a) put any goods over which it has a lien into a saleable state; b) sell such goods upon such terms as the Supplier sees fit and c) retain from the proceeds of sale sufficient to pay all monies due from the Customer to the Supplier (including any legal costs and fees, other recovery costs or fees, costs incurred in putting the goods into a saleable state and the expenses of the sale).

5.5 The Directors of the Customer shall act as guarantor as principal obligor and (as a separate and independent obligation and liability from the Customer's corporate obligations and liabilities under this Contract) agrees to indemnify and keep indemnified the Supplier in full

and on demand from and against all and any losses, costs, fees, legal costs, recovery costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Supplier arising out of, or in connection with, the Contract not being carried out or monies being recoverable for any reason or any failure of the Customer to perform or discharge any of its obligations or liabilities in respect of the Contract.

## **6. DELIVERY**

- 6.1 Delivery dates are given in good faith but are estimates only.
- 6.2 Time for delivery shall not be of the essence of the Contract.
- 6.3 For the avoidance of doubt and without derogation from any other provision of these Conditions the Supplier shall not be liable for any damages whatsoever whether direct or indirect (including for the avoidance of doubt any liability to any third party) resulting from any delay in delivery of the Goods or failure to deliver the Goods within a reasonable time whether such delay or failure is caused by the Supplier's negligence or otherwise howsoever.
- 6.4 The Supplier reserves the right to make delivery by instalments and tender a separate invoice for each instalment. Each delivery shall constitute a separate contract and failure by the Supplier to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.
- 6.5 The price of the Goods is based on:
- 6.5.1 the Customer requiring delivery during the Supplier's normal working hours or days (such hours or days are available on request). If the Customer requires delivery at any other time then the Customer shall give at least seven working days notice in writing to the Supplier and, if the Supplier agrees to such delivery, the Customer shall pay all additional expenses as determined by the Supplier occasioned by such delivery; and
- 6.5.2 delivery being made in loads of 6m<sup>3</sup> or more. Delivery in loads of lesser quantity shall be subject to a premium on haulage. Details of such premium are available upon request.
- 6.6 It is a condition of the Contract that proper assistance is given by the Customer to the driver of the delivery lorry in unloading the Goods and that the Supplier's delivery vehicles or those of its agents will be held on site for not more than half an hour. If a delivery vehicle is delayed any period in excess of 30 minutes, then the total waiting period (30 minutes + the rest) will be charged as waiting time to the Customer at the rate determined by the Supplier. Such rate is available from the Supplier upon request.
- 6.7 Delivery by the Supplier's road vehicles shall be made on the nearest good hard road to the site with adequate turning space at the point of delivery. The truck driver is empowered to refuse delivery if, in his opinion, the point of unloading is unsafe or is likely to prove dangerous to a vehicle. If the delivery vehicle is required to deliver at any point off a public road, the Customer will be responsible for any damage to vehicles, pipes, manholes or any other property of any sort resulting there-from and hereby indemnifies the Supplier against any loss, damage, claims, the excess on any insurance policy, costs, fees, including legal costs on an indemnity basis or demands which the Supplier may incur as a result of such delivery.
- 6.8 In the event that the Customer requests that any Goods be deposited on a street, public highway and/or public footpath, the Customer shall be responsible for compliance with all statutes and regulations relating to public highways and byways including, without limitation, obtaining all necessary licences, consents and/or orders, and for planning. The Customer shall also be responsible for taking and putting into action all necessary steps which may need to be put in place for the protection and safe enablement at all times of day and night of the public

(including, but not limited to; children, teenagers, young adults, elderly and disabled persons) or property. The Customer shall fully indemnify and hold the Supplier harmless in respect of all costs, claims, fines, losses or expenses (including legal and / or court costs, fees) on an indemnity basis (other than in respect of death or personal injury caused by the negligence or breach of duty of the Supplier or its carrier) which the Supplier may incur as a result of a breach of this clause 6.8.

## **7. INSPECTION AND SHORTAGES**

- 7.1 The Customer shall inspect the Goods at the place and time of unloading.
- 7.2 The quantity of any consignment of Goods as recorded by the Supplier on dispatch from the Supplier's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving to the contrary. The Customer must inform the Supplier by telephone or facsimile as soon as reasonable practical and in any event must give the Supplier written notice within two working days of unloading of any claim for short delivery. If the Customer does not give the Supplier that written notice within that time the Goods will be deemed to have been delivered in the quantities shown in the delivery documents.
- 7.3 The Customer shall not be entitled and irrevocably and unconditionally waives any right to reject the Goods or claim any damages whatsoever for short delivery howsoever caused. The Supplier's liability for short delivery is limited to making good the shortage.
- 7.4 Where it is or would have been apparent on a reasonable inspection that the Goods are not in conformity with the Contract or (if the Contract is a contract for sale by sample) that the bulk does not compare with the sample the Customer just inform the Supplier by telephone or facsimile as soon as reasonably practical and in any event must give the Supplier written notice within two working days of unloading of any claim to that effect. If the Customer (not being a Consumer) fails to give the Supplier that written notice within that time the Goods will be deemed to have been accepted and the Customer shall not be entitled and irrevocably and unconditionally waives any right to reject the Goods.

## **8. RISK AND TITLE**

- 8.1 The risk in the Goods shall pass to the Customer upon delivery.
- 8.2 Until the Supplier has received in cash or cleared funds payment of all sums owed by the Customer to the Supplier on any account whatsoever the ownership of the Goods shall remain with the Supplier.
- 8.3 Until such time as the property in the Goods passes to the Customer the Customer shall hold the Goods as the Supplier's fiduciary agent and bailee and shall keep the Goods separately stored (if practicable), protected, insured and identified as the Supplier's property. Until that time the Customer shall be entitled to re-sell or use the Goods in the ordinary course of his business but at the direction of the Supplier shall account to the Supplier for the proceeds of sale or insurance proceeds related to the Goods.
- 8.4 The Supplier shall be entitled at any time to recover any or all of the Goods in the Customer's possession to which the Supplier has title and for that purpose the Supplier, its servants or agents may with transport as is necessary enter upon any premises occupied by the Customer or to which the Customer has access and where the Goods may be or are believed to be situated.

## 9. LIABILITIES

- 9.1 In these Conditions "Defect" shall mean the condition and/or any attribute of the Goods and/or any other circumstances which but for the effect of these Conditions would have entitled the Customer to damages.
- 9.2 Nothing in these Conditions shall exclude or restrict the Supplier's liability for death or personal injury resulting from its negligence or the Supplier's liability for fraudulent misrepresentation.
- 9.3 If the Customer deals as a Consumer any provision of these Conditions which is of no effect shall not apply. The statutory rights of a Customer dealing as a Consumer are not affected by these terms.
- 9.4 Subject to Clauses 9.2 and 9.3 of these Conditions the Supplier shall not be liable by reason of any misrepresentations (unless fraudulent) or any breach of warranty condition or other term express or implied or any breach of duty (common law or statutory) or negligence for any damages whatsoever. Instead of liability in damages the Supplier undertakes liability under Clause 9.5 below.
- 9.5 Where but for the effect of Clause 9.4 a Customer would have been entitled to damages against the Supplier the Supplier shall not be liable to pay damages but subject to the conditions set out in Clause 9.6 below shall in its sole discretion repair the Goods at its own expense or supply replacement Goods free of charge or refund all (or where appropriate part) of the price for the relevant Goods.
- 9.6 The Supplier will not be liable under Clause 9.5:-
- 9.6.1 If the Defect arises from fair wear and tear; and/or
- 9.6.2 if the Defect arises from wilful damage negligence abnormal working conditions mis-use alteration or repair of the Goods failure to follow British Standard or Industry instructions relevant to the Goods or storage of the Goods in unsuitable conditions (but this sub-Clause shall not apply in any act or omission of the Supplier); and/or
- 9.6.3 unless after discovery of the Defect the Supplier is given a reasonable opportunity to inspect the Goods before they are used or in any way interfered with. For the avoidance of doubt the Supplier acknowledges that the costs of suspending works are relevant to the determination of what is a reasonable opportunity and this sub-Clause shall not apply to any works affecting the Goods which it may be reasonably necessary to carry out in the interests of safety and/or as emergency measures.
- 9.7 Subject to Clauses 9.2 and 9.3 of these Conditions the Supplier shall not be liable by reason of any misrepresentation (unless fraudulent) or any breach of warranty condition or other term express or implied or any breach of duty (common law or statutory) or negligence for any damages howsoever arising (if notwithstanding Clause 9.4 of these Conditions the Customer is entitled to recover any) nor shall the Supplier be liable under Clause 9.5 of these Conditions unless:-
- 9.7.1 If the Defect would have been apparent on a reasonable inspection under Clause 7.1 of these Conditions at the time of unloading written of any claim is given to the Supplier within two working days of the time of unloading; or in any other case
- 9.7.2 the Defect is discovered within 2 months from the date of delivery and the Supplier is given written notice of the Defect within 7 working days of it being discovered.

- 9.8 If the Goods are manufactured processed or mixed by the Supplier to the design quantity measurement or specification of the Customer or its agents then:-
- 9.8.1 Subject to Clauses 9.2 and 9.3 of these Conditions the Supplier shall not be under any liability for damages howsoever arising or under Clause 9.5 of these Conditions as the case may be except in the event of:
- 9.8.1.1 fraudulent misrepresentation;
- 9.8.1.2 misrepresentation where the representation was made or confirmed in writing by a Supplier Director;
- 9.8.1.3 non-compliance with such design quantity measurement or specification;
- 9.8.1.4 breach of a written warranty by the Supplier in that the Goods are fit for that purpose: or
- 9.8.1.5 a claim maintainable against the Supplier pursuant to Clauses 9.2 or 9.3 of these Conditions.
- 9.8.2 The Customer will unconditionally fully and effectively indemnify the Supplier against all losses damages costs fees and charges on an indemnity basis and expenses awarded against or incurred by the Supplier in connection with or paid or agreed to be paid by the Supplier in settlement of any claim for infringement of any patents copyright design trademark or any other industrial or intellectual property rights of any other person.
- 9.8.3 The Customer will further unconditionally fully and effectively indemnify the Supplier against all loss damages costs on an indemnity basis and expenses awarded or incurred by the Supplier in connection with or paid or agreed to be paid by the Supplier in settlement of any other claim arising from any such manufacturing processing or mixing including but not limited to any Defect in the Goods. This indemnity will be reduced in proportion to the extent that such loss damages costs and expenses are due to the negligence of the Supplier.
- 9.9 If the Goods are not manufactured by the Supplier or have been processed by a third party whether or not at the request of the Supplier or the Customer the Supplier's liability in respect of any defect in workmanship or materials of the Goods will be limited to such rights against the manufacturer or the third party as the Supplier may have in respect of those Goods. The Supplier will on written request provide details of its rights against the manufacturer or third party and any other terms and conditions imposed by the manufacturer or the third party and so far as possible will on request assign to the Customer any such rights.
- 9.10 Except where the Customer deals as a Consumer the Customer will unconditionally fully and effectively indemnify the Supplier against all loss damages costs on an indemnity basis and expenses awarded against or incurred by the Supplier in connection with or paid or agree to be paid by the Supplier in settlement of any claim by any third party arising from the supply or use of the Goods including loss arising from the Supplier's negligence.
- 9.11 Subject to Clauses 9.2 and 9.3 of these Conditions the Supplier shall not be liable for misrepresentation (unless fraudulent) or in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising and whatever the cause for:
- (a) any financial loss or any liability the Customer may have to a third party or any loss of profit, business, contracts, revenues or anticipated savings; and/or
- (b) any special indirect or consequential damage of any nature whatsoever.
- 9.12 Without prejudice to any other provisions in these Conditions in any event the Supplier's total liability for any one claim or for the total of all claims arising from any one act of default of the

Supplier (whether arising from the Supplier's negligence or otherwise) shall not exceed the purchase price of the Goods the subject matter of any claim.

## **10. DEFAULT**

- 10.1 "insolvent" shall mean each and any of: the Customer becoming unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; the levying of the threat of execution or distress on any property of the Customer; takes any step or action in connection with its entering administration, provisional liquidation or a proposal for a voluntary arrangement or com-promise or any composition or arrangement with its creditors (other than in relation to a solvent restructuring); being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring); having a receiver or administrative receiver appointed over all or any part of its assets or ceasing to carry on business; or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customers capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 10.2 If the Customer fails to pay the Supplier for any Goods on the due date or the Customer becomes insolvent or if the Customer is in breach of any condition of this Contract and fails to remedy such breach after being so requested to do the full balance outstanding on any account between the Supplier and the Customer shall become immediately payable and the Supplier shall be entitled to do one or more of the following (without prejudice to any other rights or remedy it may have):-
- 10.2.1 require payment in cash or cleared funds in advance of delivery of undelivered Goods;
- 10.2.2. cancel or suspend any further delivery to the Customer under any contract;
- 10.2.2 sell or otherwise dispose of any Goods which are the subject of any contract with the Customer;
- 10.2.3 charge the Customer on the balance of monies due pursuant to clause 5.1; and /or
- 10.2.4 without prejudice to the generality of Clause 8, exercise the powers there set out.
- 10.3 The Customer shall reimburse on an indemnity basis the Supplier's costs including all recovery costs and legal fees and costs which the Supplier incurs in enforcing its rights under this Contract including but not limited to recovery of any sums due. Such sums shall be paid in addition to the statutory compensation payable by the Customer under the Late Payment of Commercial Debts Regulations 2002.

## **11. DATA PROTECTION**

If the Customer is an individual or group of individuals the Customer agrees that the Supplier may process the Customer's personal data in accordance with the Supplier's Data Protection Policy, a copy of which is available on request.

## **12. CALL RECORDING**

The Supplier reserves the right to record or monitor telephone calls for monitoring, compliance, training and/or security.

## **13. GENERAL**

- 13.1 The construction validity and performance of these Conditions and this Contract shall be governed by English Law.
- 13.2 The headings of these Conditions are for convenience only and shall have no effect on interpretation.
- 13.3 The Supplier shall not be liable for any delay or failure to perform any of its obligations in relation to the Goods due to any cause beyond its reasonable control including industrial action, transport interruption, road congestion or closures.
- 13.4 If any Clause or sub-Clause of these Conditions is held by any court or other competent authority to be void or unenforceable the validity of the other Clauses or sub-Clauses of these Conditions shall not be affected and they shall remain in full force and effect.
- 13.5 The waiver by the Supplier of any breach or default of these Conditions shall not be construed as a continued waiver of that breach nor as a waiver of any subsequent breach of the same or any other provision.
- 13.6 Nothing in these Conditions or this Contract is intended to or will create any benefit for or right to enforce any of these Conditions on a third party.
- 13.7 Termination of this Contract shall not affect the rights and obligations whatsoever accrued at the time of termination.

#### **ADDITIONAL TERMS OF SALE RELATING TO READYMIX CONCRETE**

These Additional Terms (to be referred to as "sections" for ease of use) relate only to the supply of readymix concrete by the Supplier and apply in conjunction with the Standard Terms of Sale ("The Standard Terms")

s1. In these additional sections:

- "concrete" means readymix concrete supplied in a fresh condition.
- Reference to "Goods" in the Standard Terms shall be read as a reference to Concrete.
- "BS EN 206 & BS EN 8500-1 and 8500-2" means the European & British Standard covering the methods of specifying and producing Concrete as amended from time to time.
- "BS EN 12390" means the European & British Standard on testing Concrete as amended from time to time.

s2. Unless agreed in writing all quotations for the supply of Concrete by the Supplier are based on BS EN 206 & BS 8500.

s3. Subject to Clauses 6.1 to 6.3 (of the Standard Terms), the Customer shall specify the time as well as the date of delivery and shall have facilities prepared for the acceptance of the Concrete. The Customer shall provide and clearly indicate to the Supplier a safe route where the discharge is away from the made up road and the Customer shall fully indemnify the Supplier against any damage or loss, which shall result in a failure to do so.

s4. The Customer shall ensure in respect of each delivery of Concrete that a person authorised by the Customer shall sign the delivery ticket which will contain the minimum of information as set out in BS EN 206 part 1 & BS 8500 part 2. That authorised person will also acknowledge and record in writing on the said ticket:

- s4.1 That the mix description set out on the ticket describes the Concrete required by the Customer; and
- s4.2 The authorisation of any addition to the Concrete of water or any other materials, after it has been declared by the Supplier representative as being ready for acceptance.



s5. The Supplier shall ensure that the Concrete delivered complies with the specification ordered provided always that the order is made in writing and fully in accordance with BS EN 206 & BS 8500. In any other event the Supplier cannot warrant that the Concrete delivered will comply in all respects with the specification order.

s6. Any Concrete mix referred to in any quotation or delivery ticket as a designed mix shall be interpreted as being a Concrete grade having a 28-day characteristic strength of the value stated as defined in BS EN 206 & BS 8500. Any reference to strength shall be interpreted as being reference to the compressive strength obtained from Concrete cubes, made, cured and tested in accordance with BS EN 12390.

s7. A Concrete grade referred to in any quotation or delivery ticket as a prescribed mix or nominal mix or standard mix, shall be interpreted as being one in which strength testing will not be used to judge compliance with the specification.

s8. Subject to Clause 3 and Clause 9 (of the Standard Terms) the Supplier does not warrant that the specification of the Concrete quoted or ordered by the Customer will be suitable for any particular purpose, even if the Supplier has knowledge of that particular purpose.

s9. In addition and without limitation to Clause 9 (of the Standard Terms) the Supplier shall not be liable under Clause 9.5 (of the Standard Terms):

- s9.1 unless the Supplier is notified by telephone or facsimile as soon as reasonable practical after discovery of any Defect and in any event within 40 days of the date of delivery such notification to be confirmed forthwith in writing; and
- s9.2 unless the Supplier is also given a reasonable time to investigate any alleged defect as it sees fit, subject to the Supplier's acknowledgement in Clause 9.5.3 (of the Standard Terms).

s10 If s9 has first been complied with, then:

- s10.1 if loss of workability or change in air content (where applicable) of the Concrete is caused by reasons outside the control of the Supplier; or
- s10.2 if additional water or any other material has been added to the Concrete after it has been declared by the Supplier representative as being ready for acceptance;

the Supplier shall have no further liability to the Customer.

s11 If the Concrete was:

- s11.1 tested during discharge from the Supplier mixer in accordance with the relevant provisions of BS EN 206 & BS 8500 within one hour of loading (unless a longer was agreed by the parties in advance in writing); and / or
- s11.2 tested [fresh at the factory] and the making curing and testing of Concrete cubes was carried out in accordance with relevant provisions of BS EN 12390, BS EN 206 & BS 8500; and
- s11.3 the test results have been interpreted in accordance with the relevant provisions of BS EN 206 & BS 8500 (unless an alternative compliance has been agreed in writing);

and was found to meet the relevant required standard then the Supplier shall not have any further liability to the Customer.

s12 The test results referred to in s11 as recorded by the Supplier (from samples taken either fresh on production or on discharge) shall be conclusive evidence of the type, quality and standard received by the Customer on delivery unless the Customer can provide conclusive evidence proving to the contrary and also proving the Supplier's conclusive culpability in relation to the same.

s13. In the event of the Customer requesting the Supplier to remove any surplus Concrete, a charge for disposing of the surplus Concrete may be made by the Supplier.