

**TERMS AND CONDITIONS WHICH APPLY TO THE SALE OF ALL CEMENT AND CEMENTITIOUS  
EXTENDERS AND SUPPLY OF RELATED SERVICES**

**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 and the applicable Schedule, to the exclusion of all other terms and conditions.
- 1.2 Any quotation or estimate issued by the Company may be withdrawn at any time before acceptance of an order and shall be deemed to be withdrawn if an order is not received within 30 days of its date.
- 1.3 A quotation or estimate 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 Company's quotation.
- 1.5 The Company reserves the right to make any change to the specification of the Materials which does not materially affect the quality and performance of the Materials or which is required by law or applicable regulatory requirements.
- 1.6 The Purchaser is responsible for ensuring the terms of any quotation or order are complete and accurate.

**2. DEFINITIONS AND INTERPRETATION**

- 2.1 In these Conditions:

"Additional Charge(s)" means the additional charge(s) payable in addition to the Contract Price for the Materials provided for in Schedule 1 or Schedule 2.

"Breedon Group" means Breedon Cement Limited (CRN: 08284549), Breedon Southern Limited (CRN: 00156531), Sherburn Cement Limited (CRN: 09515356) each having their registered office at Pinnacle House, Breedon Quarry, Breedon on the Hill, Derby, DE73 8AP and/or Breedon Northern Limited (CRN: SC144788) having its registered office at Ethiebeaton Quarry, Kingennie, Monifieth, Angus, DD5 3RB or any other company within the Breedon Group of companies, further details of which can be found on the Website.

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

"Cement" means any cement product agreed to be sold by the Company to the Purchaser more particularly described in the Company's quotation.

"Cement Safety Data Sheet" means the safety data sheet for Cement available on the Website or 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 Company's 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, Schedule 1, Schedule 2 and includes any special terms and conditions set out in the Company's quotation or otherwise agreed in writing between the Company and the Purchaser.

"Consumer" means an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession in accordance with section 2(3) of the Consumer Rights Act 2015 and shall not include a Trader.

"Contract" means the contract between the Company and the Purchaser for the supply and purchase of Materials incorporating both these Conditions and either Schedule 1 or 2 depending on whether the Purchaser is a Trader (Schedule 1) or a Consumer (Schedule 2).

"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 Clauses 6.1 to 6.3 of Schedule 1 or Clause 5.2 of Schedule 2 as the context requires.

"Delivery Destination" means in the case of Materials which the Company is to deliver, the Purchaser's nominated site for Delivery and the point of unloading for 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).

"Depot" means the Company's place of business from where the Materials are delivered and to where the Materials must be returned by the Consumer in the event of a cancellation of a Consumer Contract pursuant to Schedule 2.

"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.

"Party" means a party to the Contract.

"Purchaser" means the Consumer, or Trader (whether person, firm or company) who purchases the Materials from the Company.

"Purchaser's Price List" means the specific price schedule relevant to the Purchaser agreed between the Company and the Purchaser from time to time or as notified by the Company to the Purchaser from time to time.

"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 made available by the Breedon Group in relation to the Materials including the handling, transportation, storage, use, mixing, preparing, finishing, discharge, loading or health and safety of the Materials either generally or 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 or otherwise as notified to the Purchaser orally or in writing.

"Schedule" means a schedule to these general terms and conditions.

"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.

"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, the Site from which the Materials are made available for collection.

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

"Trader" means a person acting for purposes relating to that person's trade, business, craft, or profession, whether acting personally or through another person acting in the Trader's name or on the Trader's behalf in accordance with section 2(2) of the Consumer Rights Act 2015 and shall not include a Consumer.

"Website" means [www.breedongroup.com](http://www.breedongroup.com).

2.2 Headings are for convenience only and do not affect interpretation.

- 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.
- 2.4 Words in the singular include the plural and in the plural include the singular.
- 2.5 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.
- 2.6 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.
- 2.7 A reference to writing or written includes email but not facsimile communications.

### **3. GENERAL**

- 3.1 "Breedon Cement" and "Breedon" are trading names of the Company.
- 3.2 The Company reserves the right to audio record all telephone orders, enquiries and Purchaser communications in order to monitor and improve the Company's service, and to use or disclose the audio recording or a written transcript thereof to third parties to assist the Company or the Group in the resolution of any Purchaser complaints, for the prevention or detection of crime, for tax collection purposes, where the Company is required to do so by law (including under any legislation, or by a court or tribunal in any jurisdiction) or where disclosure is necessary for or in connection with any legal proceedings (including prospective legal proceedings), for obtaining legal advice or for establishing, exercising or defending legal rights.
- 3.3 The Company reserves the right to have closed circuit television ("CCTV") installed at any of its places of business or on the Company's vehicles and may through the CCTV capture the personal data of the Purchaser or employees of the Purchaser or individuals working for the Purchaser, who are not directly employed (including officers, consultants, contractors, interns and agency workers) in still form or video recordings. The Company may use or disclose the still or video footage to the Group and/or third parties to assist the Company in the resolution of any Purchaser complaints, for the prevention or detection of crime, for tax collection purposes, where the Company is required to do so by law (including under any legislation, or by a court or tribunal in any jurisdiction) or where disclosure is necessary for or in connection with any legal proceedings (including prospective legal proceedings), for obtaining legal advice or for establishing, exercising or defending legal rights.
- 3.4 The Purchaser consents, on behalf of itself and its employees and workers, to the use and disclosure of personal data as referred to in clauses 3.2 and 3.3.
- 3.5 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, including Schedule 1 or 2, 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.

- 3.6 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.
- 3.7 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.
- 3.8 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.
- 3.9 Save for any member of the Group or as specifically provided in clause 12 of Schedule 1 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.
- 3.10 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.
- 3.11 Notices shall be deemed to have been received 48 hours after posting (exclusive of the day of posting) if sent by first class post; on the day of delivery if delivered by hand; or at the time of transmission if sent by email. Notices shall not be sent by facsimile.
- 3.12 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, English Law, and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.

#### **4. ADDITIONAL TERMS: APPLICABLE SCHEDULE**

- 4.1 Where the Purchaser is a Trader, the Conditions in Schedule 1 shall apply to the exclusion of the Conditions in Schedule 2 which apply to Consumers.
- 4.2 Where the Purchaser is a Consumer, the Conditions in Schedule 2 shall apply to the exclusion of the Conditions in Schedule 1 which apply to Traders.