

Terms and Conditions of Sale: O.C.O Aggregate Materials

1. QUOTATIONS: Unless previously withdrawn, quotations are valid for thirty days from their date, and the following terms and conditions apply to all sales to the exclusion of all proposals or communications. Variations or additional terms shall only have effect if expressly accepted in writing by O.C.O Technology Limited (the Company).

2. PRICE VARIATION: prices are based upon the cost of materials, labour, equipment, transport and operation ruling at the date of the quotation. In the event of any variation in such costs between the date of the quotation and the date of delivery the charge to the Purchaser may be adjusted.

3. EXTRA COSTS: If the Company is required to make deliveries outside the normal working hours or in part loads or in the event that discharge is not completed within thirty minutes from arrival of the delivery vehicle, the Purchaser will be charged extra in accordance with the Company's rates from time to time in force. Such costs to be subject to variations in accordance with Clause 2. above.

4. DELIVERY:

(a) The Purchaser will provide a proper means of access to the Purchaser's site, a safe and sound site and adequate manoeuvring space at the point of discharge. If in the opinion of the Company the access or site is unfit they may, at their discretion, refuse to complete the order. The full costs will be invoiced to the Purchaser in such an event.

(b) Save for death or personal injury or damage to property caused by the Company's negligence the Purchaser will indemnify the Company against damage or injury to the Company's property or employees or the property or person of others including the Purchaser and its employees occurring whilst the Company's delivery vehicles are on the Purchaser's site or place of delivery or any access thereto.

(c) The Purchaser or an authorised employee or agent of the Purchaser shall accept delivery and sign the delivery note. The Purchaser shall be bound by the signature on such notes of any person appearing to the driver of the delivery vehicle to be authorised to sign the same unless the Purchaser has previously notified the Company in writing that only specified persons are so authorised.

(d) Without prejudice to the provisions of Clause 4(c) above the Company shall not be liable in respect of complaints relating to delivery of incorrect quantities unless it is notified within one working day of the time of delivery such complaint to be confirmed in writing within five working days. Where such complaints are found to be justified the Company's liability shall be confined to making good any deficiency in quantity.

(e) The ownership of the material shall pass to the Purchaser at the moment either of its discharge from the delivery vehicle or of its discharge from the Company's plant into any vehicle or receptacle provided by the Purchaser, save for the rights to embodied carbon which are subject to separate negotiation.

(f) Delivery vehicle shall mean any vehicle owned, hired or contracted to or by the Company for the delivery of materials.

5. SUSPENSION OF DELIVERIES:

(a) deliveries may be totally or partially suspended during any period in which the Company may be prevented or hindered from manufacturing, supplying or delivering the materials due to breakdown of plant, non-availability of materials, labour disputes, fire, accident, inclement weather, transport difficulties or delays, or any circumstances outside the Company's control. The Company will make every effort to inform the Purchaser should such an occasion arise but shall be under no liability to the Purchaser through failure to deliver in such circumstances.

(b) Whilst every effort will be made to meet any delivery requirements the Company shall not be liable for any loss or damage consequential or otherwise arising through its failure to meet such requirements.

6. CANCELLATION:

(a) Without prejudice to its rights at common law or otherwise the Company reserves the right to charge the Purchaser for all costs incurred as a result of the cancellation or variation of the whole or a substantial part of an order at whatever stage together with loss of profit and all other consequential loss.

(b) No cancellation of any daily requirement for supply can be accepted unless such cancellation is received at the Company's works in time to prevent that order being loaded. The Purchaser will be charged in full for any materials batched, mixed or loaded at the time of cancellation together with any costs of disposal.

7. SPECIFICATION:

(a) Materials sold by us shall be of the type identified on the relevant delivery ticket and shall accord with the O.C.O declaration of performance as provided on the O.C.O website – www.oco.co.uk – or available upon request from the aggregates sales team.

(b) Unless specifically agreed in writing by separate negotiation all material is sold as a carbon neutral product. All rights to and ownership of any and all carbon negative attributes associated with the material remain vested in the Company. The Purchaser shall not use the carbon negative attributes of the material in any calculation of its carbon footprint nor can it make any claims, public or otherwise, concerning the carbon negative value of the material when embodied into the Purchaser's products.

(c) When separately negotiated and agreed in writing with the Company, any material sold with the benefit of carbon negative attributes will be appropriately coded and described on the relevant delivery tickets. The Purchaser shall not make any claim regarding carbon negative attributes or value other than limited strictly to the quantity of material purchased at the carbon footprint described in the relevant version of the Company's Environmental Product Declaration.

(d) No specific warranty or guarantee is given other than in (a) above unless by express arrangement agreed in writing by the Company and all other warranties and conditions are hereby excluded whether expressed or implied by law or otherwise and in particular the Company acts only as a supplier of materials to the order of the Purchaser and knowledge for the purposes for which the materials are intended to be used does not imply any warranty on the part of the Company as to the quality or fitness for that purpose of the materials to be supplied.

8. DEFECTS: subject as hereinafter mentioned the Company will make good, by replacement or otherwise, any defects in the materials supplied (including failure by the Company to comply with any specification previously agreed in writing between the Company and the Purchaser) and shall bear any expense reasonably and necessarily incurred by the Purchaser as a direct consequence of such defect (but not including delays or other indirect consequences). This warranty and undertaking is subject to the following provisions:

(a) The Company will accept no responsibility for faults in or failure of the materials due to use in unsuitable applications or to the handling, treatment or methods of placing adopted by the Purchaser after the materials have been delivered to site or loaded into any vehicle or receptacle provided by the Purchaser.

(b) The Company will accept no responsibility unless the alleged defects are notified to the Company as soon as possible after their delivery (but in no case exceeding fourteen days from the date on which the materials were supplied) and a written complaint is received at the Head Office of the Company promptly thereafter.

(c) The Company will accept no responsibility unless it has been given an opportunity of investigating any alleged defect and of making representations as to any remedial action to be taken.

(d) If a defect in the materials should have been revealed by examination on delivery the Company's responsibility in respect of such defect shall be limited to the delivery of a fresh supply of materials to replace the defective materials (without prejudice to the necessity for compliance with the provisions of this paragraph).

(e) The Company's total liability arising under or in connection with the supply of the materials, whether arising in contract, tort (including negligence) or restitution or for breach of statutory duty or misrepresentation or otherwise shall be limited to the price identified in any applicable quotation for the supply of the materials.

9. PAYMENT: Terms are nett monthly account with payment to be received by the Company not later than the end of the month following the month of delivery. The Company reserves the right to refuse to execute any order or to suspend or discontinue deliveries if the arrangements for payment or the Purchaser's credit is not satisfactory to the Company or the Purchaser's account is overdue for payment and to charge interest on any balances overdue for payment at the rate of 2% over Bank Base Rate from time to time in force per annum.

10. AGGREGATE LEVY: Aggregate Tax is not currently levied on aggregates manufactured by the Company. Therefore aggregate tax is not included in any quotation, unless otherwise stated. The Company reserves the right to amend prices to include the tax at the applicable rate at the time of delivery/collection, should the tax position change.