

# Craven Concrete Ltd – Standard Conditions of Sale

1. **Interpretation**
- 1.1 In these Conditions:
  - Company means Craven Concrete Limited, company number 08150231 whose correspondence address is Butts Works, High Bentham, LANCASTER LA2 7AN
  - Conditions means the terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Company and the Customer.
  - Contract means the contract for the sale of Goods.
  - Customer means the person so described in the Order.
  - Goods means the goods (including any instalment of the goods or any part of them) described in the Order.
  - Order means the Customer's order for the supply of Goods, as set out in the Customer's purchase order form, or the Customer's written acceptance of the Supplier's quotation or as agreed between the parties from time to time.
  - Services means the services (if any) described in the Order.
2. **Basis of Contract**
- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.
- 2.3 The execution of the Order shall be sufficient to infer acceptance to these Conditions.
- 2.4 No employee, representative or agent of the Company has any authority to vary or add to these standard conditions or to make any representations concerning Goods to be supplied by the Company except with the Company's official confirmation in writing from its head or branch office. In entering into a contract, the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 2.5 Any quotation by the Company is deemed withdrawn unless accepted in writing by the Customer within 30 days from its date. On acceptance by the Customer of any quotation the execution of any Order resulting from a quotation shall be sufficient to infer acceptance to these Conditions.
- 2.6 Any information from the Customer to enable the Company to proceed with any order must be furnished within a reasonable time, otherwise the Company may at its option cancel the order or charge the Customer an additional price for the delay. In case of cancellation the Customer will be liable to the Company for any loss incurred by it.
3. **Goods**
- 3.1 The Goods supplied by the Company of its own manufacture shall be of satisfactory quality and the Company undertakes to replace or repair, free of cost, any Goods manufactured by the Company and supplied by it direct to the Customer of which it shall receive notice and which shall be proved to its satisfaction within a period of 3 months from delivery (or, if the Company shall be responsible for erection, within a period of 3 months from the date when the Goods are ready for starting up) to be defect in workmanship or materials providing:
  - 3.1.1 that written notice of complaint is given to the Company within 7 days of the discovery of the defect;
  - 3.1.2 that the Goods (or the relevant part) are returned, carriage paid, to the Company and shall in the event of replacement become its property;
  - 3.1.3 that the defect has not been caused by the fair wear and tear, carelessness or improper treatment, or inadequate lubrication;
  - 3.1.4 that the Company shall not be liable for the cost of removal of the defective Goods or the cost of fitting the new Goods;any new Goods to be supplied in accordance with this condition 4.1 will be delivered by the Company, carriage paid, to the Customer's address in mainland UK.
- 3.2 The Company makes no warranty concerning Goods not manufactured by it, in respect of which the Company will assign to the Customer the benefit of any warranty or guarantee which is given by the manufacturer of such Goods to the Company and otherwise the Company will be under no liability to the Customer in respect of such defect. Where the Customer makes a valid warranty claim under the manufacturer's warranty, the Company shall provide the Customer with reasonable assistance in making such warranty claim.
- 3.3 All products classed as seconds sold by the Company (including Goods sold as re-conditioned, re-furnished or overhauled) are sold "as seen" on the basis that the Customer has satisfied himself as to the condition of the same and no warranty is given by the Company as to the nature, quality, fitness for purpose or state of repair of the same.
- 3.4 This condition 3 is in lieu of and excludes any other conditions guarantees or warranties expressed or implied, statutory or otherwise. In particular, the Company does not warrant that any Goods will be suitable for any particular purpose of the Customer, whether or not that purpose has been made known by the Customer to the Company. The Customer assumes all risk and liability resulting from the use of the Goods and it is the Customer's responsibility for compliance for any specific application.
- 3.5 Where original part numbers are indicated in respect of replacement parts they are, unless otherwise stated, for reference only and do not indicate that the said replacement parts were produced by or on behalf of the original manufacturer of the equipment for which the replacement parts are provided.
- 3.6 The Company accepts no responsibility for sites for foundations or (except when supplied by the Company) for any framework or support for Goods or for compliance with statutory regulations or local bye-laws or the fulfilment of any special requirements binding on the Customer. The Customer is responsible for the proper adaptation of the Company's designs to the Customer's own circumstances.
4. **Delivery**
- 4.1 Unless otherwise agreed in writing by the Company, the Company shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after the Company notifies the Customer that the Goods are ready.
- 4.2 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any delay in the delivery of the Goods that is caused by a force majeure event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
5. **Title and Risk**
- 5.1 The risk in the Goods shall pass to the Customer on delivery.
- 5.2 Title to the Goods shall not pass to the Customer until the Company receives payment in full (cash or cleared funds) for the Goods in respect of which payment has become due in which case title to the Goods shall pass at the time of payment. Until title to the Goods has passed to the Customer, the Customer shall:
  - 5.2.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
  - 5.2.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - 5.2.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery; and
  - 5.2.4 notify the Supplier immediately if it becomes subject to any events listed in condition 11.
- 5.3 If before title to the Goods passes to the Customer, without limiting any other right or remedy the Supplier may at any time:
  - 5.3.1 require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
  - 5.3.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are store in order to recover them.
6. **Price and Payment**
- 6.1 The price of Goods shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list at the date of delivery. The price of Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods.
- 6.2 The Company shall invoice the Customer on or at any time after completion of delivery.
- 7.4 The Customer shall pay each invoice submitted by the Company within fourteen days of the date of invoice (unless otherwise agreed in writing by both parties) and in full and cleared funds to a bank account nominated in writing by the Company and time of payment shall be of the essence of the Contract.
- 7.5 If the Customer fails to make any payment due to the Company under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4 per cent per annum above the Company's bank 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 judgement. The Customer shall pay the interest together with the overdue amount.
- 7.6 All prices quoted are based on the cost of materials, labour, transport and statutory obligations ruling at the date hereof. Should variations either by rise or fall occur in these costs between the date hereof and the date of delivery Goods or execution of the work herein provided for the prices quoted will be subject to corresponding variation. This especially applies to imported Goods where fluctuations can occur in imported Goods, ie re or devaluation of currencies, freight charges or federal or special tax imposed by country of origin.
8. **Intellectual Property**
- 8.1 All Intellectual Property Rights arising in or out of or in connection with the Services shall be owned by the Company.
- 8.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on the Company obtaining a written licence from the relevant licensor on such terms as will entitle the Company to license such rights to the Customer.
9. **Confidentiality**
- 9.1 A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain.
10. **Liability**
- 10.1 The Company shall not be liable, tort (including negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise under this contract for (a) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings); or (b) any special, indirect or consequential losses, whether or not such losses were known to the parties at the commencement of this contract.
- 10.2 Except for the Company's liability for death or personal injury caused by its negligence (which liability is unlimited), and except for any other liabilities which the Company cannot by law exclude or limit, the Company's total liability under this contract in respect of all contractual breaches or representations, statements or tortious acts or omissions arising under this Contract (a "Default") shall not exceed the greater of; i) the total sums paid or payable by the Customer to the Company in respect of the quantities of Goods and/or Services that are subject to the order to which the Default relates; or ii) the actual proceeds received under any insurance policy or policies connected to the Default in question.
11. **Termination**
- 11.1 Without affecting any other right or remedy that is available to it, the Company may terminate the Contract with immediate effect by giving written notice to the other party if:
  - 11.1.1 the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment;
  - 11.1.2 the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fourteen days after being notified to do so; or
  - 11.1.3 the other party becomes insolvent or goes bankrupt, if an order is made or a resolution is passed for the winding up of the other party (other than voluntary for the purpose of solvent amalgamation or reconstruction), if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the other party's assets or business, if the other party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt or if the other party ceases to exist or carry on business.
12. **Force Majeure**
- 12.1 A party who becomes aware of any event arising which is beyond the reasonable control of the affected party which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under the Contract shall immediately notify the other and shall inform the other of the period for which it is estimated that such failure or delay will continue. The affected party shall take reasonable steps to mitigate the effect of the event. In the event that work cannot be completed the Company shall be paid all reasonable costs incurred to date.
13. **General**
- 13.1 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision shall not be affected thereby.
- 13.2 The Company may perform any of its obligations or exercise any of its rights hereunder by itself or through any group Company, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Company.
- 13.3 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. No waiver by the Company of any breach of the contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 13.4 A person who is not a party to this contract has no right to enforce it under the Contracts (Rights of Third Parties) Act 1998. No variation of the Contract shall be effective unless it is in writing and signed by both parties (and their authorised representatives).
- 13.5 No waiver by the Supplier of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 13.6 The Contract is governed in all respects by English Law and the Customer submits to the exclusive jurisdiction of the English Courts.