

# GMC (Concrete) Ltd

## Terms and Conditions of Sale

01-Jul-22



GMC (Concrete) Ltd

### 01 Definitions

- 1.01 The 'customer' is the person, firm or company who purchases goods or services and accepts this contract and these terms and conditions.
- 1.02 The 'company' is GMC (Concrete) Limited.
- 1.03 The 'quotation' is a document issued by the company to the customer containing the prices for goods and/or services incorporating these terms and conditions.
- 1.04 The 'contract' is the supply of goods and/or services as agreed between the company and the customer incorporating these terms and conditions.

### 02 General

- 2.01 These terms and conditions shall apply to all sales and services provided by the company. Any variation to these terms and conditions shall be included in any quotation provided to the customer by an authorised employee or agent of the company.
- 2.02 All quotations are issued on the basis that no contract will come in to force until the customer accepts the quotation to purchase the goods.
- 2.03 It shall be the customer's responsibility to ensure that any order placed is accurate and that the specifications in the quotation are correct.
- 2.04 Any notices to be given by either party shall be in writing and addressed to the party's registered office.
- 2.05 Any provision of these terms in this contract held to be illegal, invalid, or unenforceable, in whole or in part, shall be deemed severable and then all remaining conditions shall be unaffected.
- 2.06 These terms in this contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 2.07 Any dispute, controversy, proceedings or claim between the company and the customer relating to this contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.
- 2.08 Mix Designs will only be issued when a supply contract has been awarded.
- 2.09 Where air-entrained concrete is quoted the air content is designed for the vehicle's point of discharge.

### 03 Quotation

- 3.01 All quotations given in writing by the company to the customer will be valid for the period stated on the quotation.
- 3.02 Any quotation provided to the customer may be withdrawn at any time by the company.
- 3.03 All prices are net for full loads unless otherwise stated. VAT is charged at the current rate at the time of delivery.
- 3.04 Although we make every effort to maintain prices during a contract period our materials suppliers may dictate price changes at any time.
- 3.05 BS EN 12620 Aggregates used in the manufacturing of concrete may contain impurities beyond our control. These impurities may cause surface blemishes in the finished product and as such we cannot accept liability for surface finish.

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- 3.06 We are unable to guarantee colour consistency due to natural variations in raw materials and site practices beyond our control.
- 3.07 The Customer shall provide a vehicle washout facility on site.
- 3.08 All quotations for ready mixed concrete shall be as specified by the customer and shall satisfy the requirements of the listed current British Standards for the supply of ready mixed concrete;
- 3.09 BS EN206-1 Concrete. Specification, performance, production and conformity.
- 3.1 BS 8500-2 Concrete. Complementary British Standard to BS EN 206-1. Specification for constituent materials and concrete.
- 3.11 BS 8500-1 Concrete. Complementary British Standard to BS EN 206-1. Method of specifying and guidance for the specifier.

### 04 Contract

- 4.01 These terms and conditions of sale shall apply to the supply of products and services by the company to the customer.
- 4.02 These terms and conditions shall not be superseded by any subsequent customer purchase order terms, conditions and/or other documents pertinent to the contract.
- 4.03 The company reserves the right to cancel any supply contract at any time.
- 4.04 Cash payment before delivery unless terms have been agreed.

### 05 Delivery and Collection

- 5.01 The customer must provide a safe and adequate access to the point of vehicle discharge of concrete including adequate space to manoeuvre the delivery vehicle. If in the opinion of the company the access is unsafe, inadequate or has insufficient manoeuvring space, the company may at its discretion refuse to make deliveries.
- 5.02 The customer shall fully indemnify the company for any damage to the vehicles delivering concrete and fully indemnify the drivers of any such vehicles for any personal injury/losses sustained by them whilst at the delivery site or on any access thereto not being a public highway.
- 5.03 It is the responsibility of the customer to order the correct product.
- 5.04 Unloading of the goods shall be the customer's responsibility and at the customer's risk.
- 5.05 Any delivery dates proposed by the company shall only be estimated dates and the company shall not be liable for any losses arising from any failure to deliver on the proposed date.
- 5.06 In the event that the customer fails to take delivery of the goods, or fails to give the company accurate delivery information, then, without prejudice to any other right or remedy available to the company, it reserves the right to terminate the contract and sell the goods to a third party. Furthermore, the goods will be deemed to have been delivered.
- 5.07 Upon completion of delivery the customer shall provide an authorised person or agent to sign for the material or service in acceptable condition including the addition of water or other material.
- 5.08 For collected concretes any guarantees of strength and performance will end at our depot gates. Unfortunately we have no control over the strength and performance of concretes during transit from our premises to it's final destination.

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- 6.01 The risk for the goods shall pass to the customer at the moment of discharge from the delivery vehicle at the customer's site, or on loading the goods into the customer's vehicle or container i.e. upon delivery.

### 06 Risk and Title to Goods

- 6.02 Ownership of the goods shall not pass to the customer until the company has received full payment for the goods.

### 07 Price and Payment

- 7.01 The contract price for goods and/or services will be subject to change at any time. However, any changes will not be applied without prior agreement with the customer.
- 7.02 Cash Sale supplies will be paid before delivery occurs.
- 7.03 Credit accounts payment must be made in accordance with the agreed payment terms for the contract.
- 7.04 Net Monthly, payment will be due on the last day of the month following the one in which the invoice is dated.
- 7.05 In the event of any delay in making payment by the customer the person placing the order will guarantee that he/she or they shall bear responsibility for payment jointly and or severally with the customer.
- 7.06 Where due payments are delayed beyond the agreed credit terms interest shall accrue at a rate of 15% per annum, furthermore, the credit account may be suspended.
- 7.07 Prices quoted are inclusive of VAT and the customer shall pay all fees as specified in the invoices.

### 08 Warranty and Liability

- 8.01 Nothing in these terms and conditions excludes or limits the liability of the company for death or personal injury caused by the company's negligence or fraudulent misrepresentation.
- 8.01 The company warrants that the goods or services supplied will correspond to the agreed description and specification supplied by the customer, however the company shall have no liability for any minor alterations to the Goods.
- 8.02 The customer shall take all responsibility and liability for poor workmanship and/or actions by its employees, agents or sub-contractors.
- 8.03 The company will not accept any responsibility for the quality of the product should the customer add any water or other unauthorised material to the load thereby changing its structure.
- 8.04 No warranty is given that the goods are suitable for any particular purpose unless the customer has given all relevant facts relating to the purpose intended for the goods.
- 8.05 The Company shall be under no liability in respect of any breach of warranty if the customer makes any further use of the goods or in the event any defects arise from any failed instructions by the customer, or for any other reason on the part of the customer such as willful damage, wear and tear, negligence etc.
- 8.06 Where defective goods have been claimed and subsequently proven the company shall take remedial action.
- 8.07 Where remedial costs have been agreed any settlement made will be made as full and final settlement of the claim without prejudice.

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- 8.08 The customer shall indemnify the company against all damages, costs, claims and expenses suffered by the company arising from any loss or damage to any equipment (including that belonging to third parties) caused by the customer [or its agents or employees].
- 8.09 The company will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under this contract, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the company's employees, agents or otherwise) in connection with its provision of the goods or the performance of any of its other obligations under this contract or this quotation.
- 8.11 The maximum aggregate liability of the company arising out of or in connection with the supply of the goods shall be limited to [3] times the fees paid by the customer for the goods.
- 8.12 The company will be under no liability in the event of 'Force Majeure' (Fire, Riots, civil commotion, acts of terrorism, war, national emergency, acts of god, Explosion, flood, epidemic, lock-outs, strike or other labour disputes or other such circumstances beyond the control of the company.)