

Newlay Readymix Limited – Terms and Conditions of Sale

1. Our prices are based upon the cost of constituent materials, transport, energy and Government Aggregate Levy costs at the time that concrete price and associated haulage costs were agreed. In the event that the aforementioned costs rise during the performance of our duties under our contract terms, we reserve the right to apply a corresponding increase to the cost of our quoted prices. However, if we have entered into a fixed price agreement for a length of time, the price increase will not be applied (other than the Government Aggregate Levy increase).
2. We cannot accept responsibility (or consequential costs arising) for failure to supply or the delay in supplying any materials or goods which may be due directly or indirectly to any act of God or force majeure, war, invasion, riot, civil commotion, any legislation, Government Order, Regulation or Direction, strike, lock-out, fire, accident, breakdown of machinery, shortages of labour, equipment or spare parts affecting the production or transit of such materials or goods or any other cause or circumstance beyond our control.
3. We do not undertake to deliver our products over roads or other ground which we consider to be unsuitable. In circumstances where our delivery vehicle is under your control/supervision in an off-road situation, you are solely responsible for any accident or damage resulting from your actions and that of our driver.
4. All complaints must be registered with us (in writing or by electronic mail) within 24 hours of the issue arising. In terms of a claim of short-measure, immediate contact must be made. Complaints received after the concrete has hardened cannot be accepted. Although we make every effort to supply materials or goods strictly in accordance with the specified quantity/quality criteria, in the unlikely event of the materials or goods being defective or not of the correct specification in terms of quality or quantity, our liability shall be limited to the cost of the materials/good only, and only in circumstances where it is proven that we are at fault. We are not, under any circumstances, liable for any consequential costs, loss or damage incurred by you (the client).

Additionally, we cannot be held liable for any delay costs in terms of site labour, plant or machinery that you may perceive to have been incurred by the alleged late delivery or arrival of concrete to site, including any remedial actions or removal of concrete caused or arising by reason of perceived late supply, as we can only estimate delivery times and offer an estimated arrival time. Journey times and on-site times of previous deliveries in the day may have a knock-on effect in terms of our delivery capabilities and we are therefore not totally in control of this element of our haulage service. The 'delivery time' stated by our representative is therefore not to be seen as fixed, but as an estimation only. We will of course keep you informed of any significant changes prior to supply.

We cannot be held liable for the inability to supply concrete in cold weather (or any consequential costs arising as described above), as and when the concrete and/or ambient temperature prevents us from doing so by means of compliance with the specification and/or by means of an inability to use the plant/equipment efficiently or effectively to produce the concrete/goods.

5. All orders are accepted by us are subject to the materials or goods ordered being available when required, and in the quantities needed.
6. Our prices relate to the delivery of concrete/goods during normal working days, and during normal working hours. All deliveries made at the customer's request on Holidays, Sundays and Saturday afternoons or at any other time outside normal working hours will be subject to an extra charge.
7. We reserve the right to refuse to execute any order if the arrangements for payment or the customer's credit are not satisfactory to us. We also reserve the right to suspend or discontinue delivery of any goods or materials to any customer whose account is over-due for payment.
8. The basis on which we supply concrete follows principles of the current issues of BS EN 206 & BS 8500-2, and we can therefore accept no responsibility for any non-conformity, quality issue, surface defect or any other perceived issue with the concrete before, during or after placement, if water or anything else whatever is added to the concrete by the customer (or by our driver, under the instruction of the customer), unless specifically agreed by us prior to the addition.
9. No test result in relation to our product will be recognised as valid or legitimate unless it is carried out in strictly in accordance with the current issue of BS EN 12350 and subsequent treated in strictly in accordance with the relevant standards referred to within EN 206 & BS 8500-2. Laboratory test reports that indicate any deviation from the required standards in terms of curing, manufacture or crushing of concrete cubes will not be accepted as valid and will have no basis under UK Law.
10. No cancellation or postponement of any order can be accepted if the materials have already been loaded, in which case we will make a charge covering any loss incurred.
11. An extra charge will be made when the customer requires deliveries to be made in quantities less than one full load.
12. Our quotation (unless stated otherwise) does not include any form of site testing.
13. The time allowed for discharging the vehicle is 30 minutes after arrival on site, any further standing time will be charged at the current rate.
14. Returned concrete will be charged at the current standard rate.
15. Unless otherwise agreed by us in writing the above terms and conditions shall apply to all orders placed with us. Any stipulations or conditions contained in a customer's order which conflict with any of these terms and conditions, shall be deemed to be inapplicable to any order placed with us unless expressly agreed to by us in writing when acknowledging the order in question.
16. Additional 'Standard Clauses' may have been applied by us to the contract. Please examine our quotation pack carefully to identify any specific conditions that apply to your site or order.

Warnings and Precautions

1. Concrete is a safe material to handle provided the correct precautions are taken. In this regard, please be aware that direct contact with wet cement, cementitious material and concrete can cause serious skin injury.
2. The risk of injury is increased if you let the material continue to rub against your skin by getting it into your footwear or your gloves or saturate your clothing. To avoid the risk it is important to minimize your contact with the material, e.g. avoid 'padding' in the wet concrete and wear suitable protective clothing.
3. Avoid getting the material in your eyes – in particular do not rub your hand or saturated clothes across your face.
4. Before starting work with the material, think carefully about the clothing you need to wear to stop the material coming into contact with your skin.

For Example:

- Wear waterproof Wellingtons. If they leak or split, change them immediately.
- Wear over-trousers or something similar to avoid the risk of the material accidentally getting into your footwear.
- Wear gloves to reduce the risk of the material splashing onto your hands. If they become saturated, change them.
- Use kneepads or a waterproof mat if you are kneeling down to finish off. If the kneepads become saturated, change them.

DANGER!
WET CEMENT, CONCRETE, MORTAR AND SCREED
CAN CAUSE CHEMICAL BURNS



Protect your skin at all times.
Wash thoroughly. If you are still concerned after washing seek medical advice immediately.

Skin contact with wet cement products, concrete, mortar or screed may cause:

- Cement burns
- Irritant or allergic dermatitis

Damage will increase with contact time
Chemical burns will often develop without pain being felt. They can be very serious and require skin grafts.

The abrasive nature of the materials can aggravate the injury.

BOOTS
If wet cement / concrete / mortar or screed gets in your boots, **STOP IMMEDIATELY**. Remove them, wash them and your skin thoroughly clean.

SKIN & EYES
If patches of skin and especially your eyes come into contact with wet cement / concrete / mortar or screed **WASH IMMEDIATELY** and thoroughly with clean water.

KNEES are particularly vulnerable
Clothes impregnated with wet cement / concrete, mortar or screed (e.g. after kneeling in the product) should be **REMOVED IMMEDIATELY**. The skin beneath should be washed thoroughly to remove any remaining product.

Working with wet cement, cementitious material and concrete is a safe operation provided you approach it in a sensible manner.