

AGGREGATE INDUSTRIES UK LIMITED
Additional Terms and Conditions of Sale for Cement and Cementitious Materials

WARNING

We draw Your attention specifically to the need for care in the handling of the Goods which are irritants and can cause skin diseases, allergic reactions, and burns. Guidance is given in Our material safety data sheet, which is available on request.

1. DEFINITIONS

1.1. These Additional Terms and Conditions of Sale for Cement and Cementitious Materials ("**ATCs**") supplement Aggregate Industries' General Terms and Conditions of Sale ("**GTCs**").

1.2. In these ATCs:

"**the Act**" shall mean the Health and Safety at Work etc Act 1974, (as amended).

"**Bulk Goods**" shall mean loose Goods not stored in bags which are loaded directly into Your vehicle or into Your silo(s).

"**Containers**" shall mean bags, pallets, intermediate bulk containers, mobile silos, rail wagons, or any other products used for the containment, protection, handling, delivery and presentation of the Goods.

"**Packed Goods**" shall mean Goods sold in bags.

"**Product Sheet**" shall mean information relating to the Goods containing conditions of use and mixing guidance.

For the purposes of these ATCs, "Goods" shall include Bulk Goods and Packed Goods.

Any other capitalised terms used in these ATCs but not defined herein shall be given the meaning set out in the GTCs.

2. PACKED GOODS

2.1. Where We supply Packed Goods, We will display terms and conditions of use and storage, amongst other things, on the bag containing the Goods. We may also supply a Product Sheet.

2.2. We shall not be liable for any Defect arising out of Your failure to follow the terms printed on bags containing Goods, or contained in any Product Sheet. Any Defect which arises from Your failure to follow the aforementioned guidance shall be considered wilful damage of the Goods by You under 9.5.2 of the GTCs.

2.3. Where Packed Goods are delivered by Us to You:

2.3.1. the price of Packed Goods stored in bags is based on delivery being made in loads of 28 tonnes or more. Delivery in loads of lesser quantity shall be subject to a premium on haulage. Details of such premium are available upon request; and

2.3.2. if We are responsible for the unloading of the Goods at the delivery location, delivery for the purposes of clause 8.1 of the GTCs shall be complete upon the completion of unloading of the relevant Goods at the delivery location; or

2.3.3. if You are responsible for the unloading of the Goods from Our delivery vehicle then, for the purposes of clause 8.1 of the GTCs, delivery shall be complete upon the arrival of the Goods at the delivery location.

2.4. Where You collect Packed Goods from Us:

2.4.1. You shall drive onto the weighbridge at Our site, so that We can weigh Your vehicle. We will then issue You with a loading card and direct You to the designated collection area;

2.4.2. We shall load the Goods into Your vehicle. It is Your responsibility to secure Your vehicle and the Goods in Your vehicle before leaving the site. For the purposes of clause 8.1 of the GTCs, collection shall be complete upon the commencement of loading of the Goods into Your vehicle;

2.4.3. once the Goods are loaded into Your vehicle, You shall drive onto the weighbridge at Our site. You will then be issued a ticket stating the weight of the Goods You have collected. You shall be responsible for safe storage of the ticket; and

2.4.4. You shall comply with clause 8 of these ATCs and any other site rules communicated to You upon or prior to entry of Our site.

3. BULK GOODS

3.1. Where You Order Bulk Goods, You may either collect the Goods or have them delivered to You by Us.

3.2. Where Bulk Goods are delivered by Us to You:

3.2.1. We shall deliver the Goods directly into Your silo(s), unless otherwise agreed in writing. You shall be responsible for identifying the silo(s) in which the Goods are to be delivered and ensuring that they are suitable for delivery of the Goods. For the avoidance of doubt, We shall not be liable for any issue or Defect, or damage to any other property, caused by Your failure to identify and notify Us of the correct silo(s) to discharge the Goods into prior to delivery;

3.2.2. We shall connect the pipe attached to Our delivery vehicle to the pipe on the silo(s) to deliver the Goods into the silo(s);

3.2.3. delivery shall be complete once the Goods leave the pipe connected to Our delivery vehicle and enter the relevant silo(s);

3.2.4. You shall be responsible for cleaning any of Your plant, site, and/or equipment following delivery;

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- 3.2.5. You shall be solely responsible for ensuring that the silo(s) in which the Goods are delivered do not contain any other goods or materials and that the silo(s) can accept the Goods ordered by You in their entirety;
- 3.2.6. You shall be solely responsible for any Defects caused, any commingling or merger of materials, and/or any costs incurred by Us or You as a result of Your failure to comply with clause 3.2.5 above;
- 3.2.7. We shall deliver the Goods in the load amount specified on the Quotation. If Your silo(s) cannot accept the delivery of any or all of the Goods, We shall be entitled to charge You such additional fees, costs, and expenses as specified by Us from time to time or as incurred by Us as a result of Your failure to ensure that Your silo(s) can accept delivery, pursuant to clause 7.1.1 of these ATCs; and
- 3.2.8. The price of Bulk Goods delivered directly into silos is based on delivery being made in loads of 30 tonnes or more. Delivery in loads of lesser quantity shall be subject to a premium on haulage. Details of such premium are available upon request.
- 3.3. Where You collect Bulk Goods from Us:
- 3.3.1. You shall drive onto the weighbridge at Our site, so that We can weigh Your vehicle. We will then issue You with a loading card and direct You to the designated collection area;
- 3.3.2. it is Your responsibility to load the Goods into Your vehicle and to secure Your vehicle and the Goods in Your vehicle before leaving the site. You shall ensure that the people loading the Goods onto Your vehicle, whether they are employees or third party contractors acting on Your behalf, are competent and properly trained in the handling of Bulk Goods. For the purposes of clause 8.1 of the GTCs, collection shall be complete upon the completion of loading of the Goods into Your vehicle;
- 3.3.3. once the Goods are loaded onto Your vehicle, You shall drive onto the weighbridge at Our site. You will then be issued a ticket stating the weight of the Goods You have collected and the price based on the Quotation and the total weight of the Goods collected; and
- 3.3.4. You shall comply with clause 8 of these ATCs and any other site rules communicated to You upon or prior to entry of Our site.

4. CONTAINERS

- 4.1. You shall pay a deposit for each Container, as specified by Us from time to time. We shall own the Containers at all times. Unless otherwise agreed, You must return or make the Containers available as soon as possible and, in any event, no later than 30 days from the date of delivery, to a place specified by Us. The Containers must be returned empty; securely closed; free from any residual materials, substances, Goods, or other waste; and in good order.
- 4.2. Where You fail to comply with clause 4.1 above, We shall be entitled to enter the premises where the Containers were delivered and/or are stored to locate and recover the Containers. You will grant to Us a licence, and shall obtain any grant, consents, and permissions as necessary to allow Us to enter any premises where the Containers were delivered or may be stored.
- 4.3. You to unconditionally fully and effectively indemnify Us against all loss, damage, claims, demands, expenses, liabilities, and costs, including legal costs, on an indemnity basis, as well as in respect of any and all expenses awarded against Us or incurred by Us in connection with or paid or agreed to be paid by Us in settlement of any claim arising from Your failure to comply with clause 4.1.
- 4.4. Where You return the Containers in accordance with clause 4.1, We may issue You with a credit note for a proportion of any deposit paid by You to Us for the Containers. The value of the credit note, if We choose to issue it, shall be at Our sole discretion.

5. SPECIFICATION AND BRITISH STANDARDS

- 5.1. We reserve the right to amend any Specification provided that any amendment does not materially affect the quality or performance of the Goods, unless that amendment is required by any applicable statute or regulation.
- 5.2. Unless otherwise stated, Goods shall be supplied in compliance with the following British and European standards, as applicable, BS EN 197-1 standard, BS EN 450 standard, BS EN 15167 standard, and/or BS EN 13282 standard.
- 5.3. We offer two Goods, named:
- 5.3.1. SustainaCem; and
- 5.3.2. TerraCem,

which do not comply with the BS EN 197-1 standard. TerraCem complies with the BS EN 13282-1 standard and SustainaCem complies with Our specification, which We can share with You upon request.

6. SAMPLING AND TESTING

- 6.1. Where We supply Goods to any standards, which You have specified, the evaluation of conformity of the Goods with such standards, including any sampling and testing, shall be carried out in accordance with the relevant procedures set out in those standards at Your cost.

7. ADDITIONAL CHARGES

- 7.1. In addition to the price for the Goods as set out in the Quotation, We shall be entitled to charge You for such additional costs as specified by Us in the Quotation, or as specified by Us from time to time, or otherwise incurred by Us, where such costs are incurred as a result of any action or inaction by You in breach of the Contract, including but not limited to the following circumstances:

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- 7.1.1. We are required to incur any costs as a result of You cancelling or amending Your Order, or returning any or all of the Goods, or where You are unable to accept delivery of any or all of the Goods for whatever reason, including but not limited to where We deliver Goods under clause 3 and Your silo(s) cannot accept any or all of the Goods, unless clause 9.4 of the GTCs applies;
- 7.1.2. You do not provide Us, or any sub-contractors, or hauliers, with safe and suitable access to the delivery location, at the pre-agreed time and on the pre-agreed date, for whatever reason, in which circumstances our costs may include but not be limited to demurrage charges, tipping costs, administration costs, and additional haulage costs;
- 7.1.3. We are required to remain at the delivery location for longer than 60 minutes, in which circumstances our costs may include but not be limited to demurrage charges, tipping costs, administration charges, and additional haulage charges;
- 7.1.4. We are required to deliver Goods in part-loads, that being less than the full capacity of Our delivery vehicle(s), which We shall communicate to You at the time of Quotation, or in any event, before delivery;
- 7.1.5. You cancel or amend the Order within 3 hours of the start of the delivery window of Your Order, which shall be agreed in writing between Us and You; and/or
- 7.1.6. You require delivery at any time after 12:00pm on a Saturday, or at any time on a Sunday.

8. HEALTH AND SAFETY

- 8.1. We draw Your attention to section 6 of the Act. As far as is reasonably practicable, We confirm that the Goods will conform with the Act, and be safe and without risks to health when properly used, handled, processed, stored, and transported. Our information and product literature, including but not limited to chemical safety data sheets, will be provided to You upon delivery or collection, and is otherwise available to You upon request. You should read all information and product literature provided to You by Us to ensure that You are using the Goods correctly and safely. **If You do not have the information and product literature for the Goods when supplied, You must contact Us immediately.**
- 8.2. You undertake, pursuant to section 6(8) of the Act to take such measures as are communicated to You in writing and to take such other steps as are sufficient to ensure, so far as is reasonably practicable, that the Goods will be used safely and without risk to health at all times when they are being used, handled, processed, stored or transported. You further undertake that You shall not permit the Goods to be used without regard to any information or advice to their use which has been communicated by Us to You.
- 8.3. You shall have suitable and safe site conditions, as specified in the Mineral Products Association guidance on safe delivery procedures, as amended from time to time.
- 8.4. If You do not comply with this clause 8, We shall have the right to refuse any delivery or collection of the Goods.
- 8.5. You will unconditionally, fully and effectively indemnify Us against all loss, damage, claims, demands, expenses, liabilities, and costs, including legal costs, on an indemnity basis, as well as in respect of any and all expenses awarded against Us or incurred by Us in connection with or paid or agreed to be paid by Us in settlement of any claim arising from Your breach of the Act or any regulation, order or direction made under the Act or any other instrument relating to health and safety, and/or this clause 8.

9. DEFECTS

- 9.1. We shall not be liable for any Defect, where:
 - 9.1.1. the Defect arises as a result of the presence of any lignite or other deleterious material in any of the aggregates contained in the Goods;
 - 9.1.2. the Defect arises as a result of the Goods expanding or hardening due to Your actions, including but not limited to Your improper or unsuitable storage of the Goods; and/or
 - 9.1.3. You use the Goods following the expiry of the recommended shelf life or use by date.
- 9.2. This clause 9 shall apply in addition to the provisions at clause 9.5 of the GTCs.

10. RETURN

- 10.1. You shall not be permitted to return any Goods to Us under any circumstance unless:
 - 10.1.1. We agree in writing with You that We will accept a return;
 - 10.1.2. You pay the costs incurred by Us, as well as any of Our fees, costs, and/or expenses, resulting from the return;
 - 10.1.3. You return at least a full pallet load of Goods, if applicable;
 - 10.1.4. upon inspection of the Goods, We determine that they are in good condition and can be resold, if applicable; and
 - 10.1.5. the Goods have not been broken out of their packaging, if applicable.
- 10.2. Where You return the Goods in accordance with this clause 10, title to and risk in the Goods shall pass back to Us immediately upon the completion of loading of Goods into Our vehicle (where We are collecting the returned Goods from You), or the unloading of the Goods at Our site (where You are delivering the returned Goods to Us).

11. RETENTION OF TITLE

- 11.1. Pursuant to clause 8 of the GTCs, until title to the Goods has passed to You, You shall:

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- 11.1.1. store the Goods separately from all other goods held by You so that they remain readily identifiable as Our property;
- 11.1.2. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 11.1.3. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 11.1.4. notify Us immediately if You become Insolvent; and
- 11.1.5. give Us such information as We may reasonably require from time to time relating to the Goods, and Your ongoing financial position.

12. PERFORMANCE OF CONTRACT

- 12.1. We may sub-contract or delegate any or all of Our obligations under any Contract, including any obligation set out in the GTCs and/or these ATCs, to any subsidiary or holding company (as defined in section 1159 of the Companies Act 2006) within Our group of companies.