



CONDITIONS OF SALE FOR CONCRETE

1. The concrete remains the property of NWH Construction Services until such time as the buyer has paid the price and any charges or taxes in full.
2. Notification of any alleged short measures shall be presented to the company within 24 hours of delivery. If NWH Construction Services finds concrete, on inspection, to be defective, the company's liability shall be limited to a replacement delivery. The company shall have no liability in respect of any defects that have been accepted in writing by the buyer, which should have been discovered by examination on delivery. The maximum liability of the Company in respect of other defects in the concrete shall be restricted to the direct costs of removal and replacement. Liability shall be accepted providing the buyer establishes that:
 - 2.1. No extra water or other changes to the specification have been requested and incorporated into the concrete.
 - 2.2. Any sampling, making, curing, testing of samples and interpretation of tests of the concrete from the vehicle has been carried out in accordance with BS1881 and BS5328.
 - 2.3. The company has been given the opportunity to investigate the alleged defect and recommend remedial action.
 - 2.4. Additional charges shall be levied where the buyer requires:
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 - 3.1. Delivery beyond the current operational distance of 5 miles from the company's depot
 - 3.2. Where the buyer requires additives to be added to their specified mix
4. The quantity, quality and description of the goods shall be those set out in the buyer's orders. All quotations provided by the Company are based upon the buyer's specifications as supplied to the company. The company shall not be responsible for the sufficiency or otherwise of goods supplied in accordance with such specifications.
5. Whilst the company will make every reasonable effort to deliver the goods on the date or time specified by the buyer, any date or time quoted for delivery of the goods is approximate only. The company shall not be responsible for any delay in the delivery of the goods.
6. The buyer must satisfy himself as to the condition of the goods at the time of delivery and the goods must be inspected and accepted in writing by the buyer or the buyer's representative at the time of delivery.
7. The company shall not be liable to the buyer or be deemed to be in breach of contract by reason of any delay in performing or any failure to perform any of the seller's obligations in relation to the goods, if the delay or failure was due to any cause beyond the company's reasonable control including:
 - 7.1. Act of God, explosion, flood, tempest, fire or accident
 - 7.2. War or threat of war, sabotage, insurrection, civil disturbance or requisition
 - 7.3. Acts, restrictions, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority
 - 7.4. Import or export regulations or embargoes
 - 7.5. Strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Company or a third party).
 - 7.6. Difficulties in obtaining raw materials, labour, fuel or machinery.
 - 7.7. Power failure or breakdown or machinery
8. The company will have no liability whatsoever, whether in contract, tort (including negligence) or otherwise for the presence of any lignite or any other deleterious material in any of the aggregates contained in the goods.