



## Standard Terms and Conditions of Trade - 2025

### **1. Definitions.**

- a) "Seller" means Plymcrete Southwest Ltd. "The Buyer" which expression shall include any Principal on which the person or company placing the Order is acting as Agent, is the person who accepts a quotation of the Seller for the sale of the Goods/Services or whose order for the Goods/Services is accepted by the Seller.
- b) "Goods/Services" - any of the Seller's range of products or services that the Seller sells to a Buyer.
- c) "Conditions" - These Terms and Conditions of sale.
- d) No variation to these conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

### **2. Acceptance.**

Goods/Services will only be supplied subject to the customer agreeing to these Conditions. Any contract resulting from acceptance of a quotation signifies explicit and full acceptance by the customer of these Terms and Conditions of Trade to the exclusion of any conditions which you seek to impose. No variation of these conditions may be agreed except in writing over the signature of a Director of Plymcrete Southwest Limited. Any prior verbal or written understanding, direct or indirect, shall be null and void.

### **3. Orders.**

Orders and any amendments are to be submitted in writing and are to include reference to the Seller's estimate/quote reference.

### **4. Price of Goods/Services.**

The price of the Goods/ Services shall be the Seller's quoted price. Quoted prices are based on the cost of materials and labour ruling at the date of quotation. In the event of fluctuation of costs we reserve the right to make corresponding variations in prices after giving due notice.

### **5. Applications for Credit.**

We may at our discretion request the completion of a Credit Application that may involve a credit search through credit reference agencies, which will keep a record of that search and may share that information with other businesses. It/they may also make enquiries about the directors/partners as applicable. We may also request a banker's opinion.

### **6. Terms of Payment**

- a) Quoted prices apply to payment before delivery (cash customers)or by previously agreed credit arrangements. We reserve the right to refuse to execute any order or discontinue any deliveries if the arrangements for payment or your credit is not satisfactory to us, or if your account is overdue for payment. You may not withhold payment due as a lien.

- b) CASH CUSTOMERS. The amount indicated on the quote or proforma, must be paid before anything can be dispatched. Payments can be made by cash, BACS and card.
- c) ACCOUNT CUSTOMERS. Requests for payment will be made on completion of the delivery by Tax Invoice for which our standard payment terms are 30 days from end of month.
- d) Time of Payment is of the essence.
- e) Late payment will be liable to interest at a rate of the Barclays Bank Plc Base rate, on the total Gross value of the invoice issued by the Seller, calculated from the day payment falls due, and interest will continue to accrue after as well as before any judgement.
- f) We understand and may exercise our statutory right of interest under the late Payment of Commercial Debts (Interest) Act 1998 if we are not paid according to our credit terms
- g) Payment by the Buyer of all additional costs, together with any other costs directly applicable.
- h) All and any charges levied & directly caused by the late payment of the invoice, not specified above
- i) Should payment in full for the invoice, and any additional charges, not be made by the due date, then the Seller reserves the right to retain, and at its discretion, dispose of the Goods/Services to any party, and to charge the Buyer with all and any additional costs thus incurred, together with all costs detailed in a) to h) above.

## **7. Delivery.**

### **a. WAITING TIME.**

Prices are quoted on the assumption that no unreasonable delay in discharge will occur. Waiting time will be charged as per rates printed overleaf.

### **b. ACCESS.**

Each order is accepted by us on the understanding that your site can be approached by a hard road. Our driver is empowered to refuse delivery if in his opinion there exists a risk of damage to his vehicle, you being responsible for costs incurred if the delivery is aborted. We accept no liability for damage caused to your roads or property or other persons or property of others on the site by use of the vehicle. You shall be liable to make good any damage caused to our vehicle, or harm to our personnel by reason of defects in the access road or negligence on the part of you or your employees.

### **c. WATER.**

Extra water affecting strength or workability will be noted on the Delivery Ticket/Invoice and is added only at the customer's request and risk.

### **d. CANCELLATION.**

Concrete - No charge will be made for cancellation of concrete deliveries by you up to 2(two) hours before time of departure except in the event where goods have been specially processed to meet your requirements, in this event you will be liable for expenses incurred by us.

Consignments ordered and delivered to site must be paid for in full.

Concrete Pumps - Cancellation of concrete pumps must be made prior to the day before delivery. For example, Pumps booked for a Wednesday but be cancelled by close of business on Monday. If this notice is not given, the hire charge will still be payable.

### **e. DEFECTS.**

Our liability in respect of defects in our ready mixed concrete (including failure to comply with specifications) is limited to the cost of removal and replacement. We can only accept such liability where you can establish that -

No additional water or other material has been added to the product after it has been declared by our agent or employee as ready for acceptance.

The sample tested has been taken during discharge from our vehicle in accordance with the relevant clauses of BS1881 and BS5328.

All sampling, making, curing and testing of specimens has been carried out in accordance with the relevant clauses of BS1881 and BS5328.

Test results have been interpreted in accordance with BS5328 or any specification previously agreed by us. It should be recognised that for a well controlled continuous production there is always a slight probability of a result occurring below the compliance limit and that it is not normally possible to predict occurrence.

References to the compressive strength in the specification shall unless otherwise agreed refer to compressive strength in concrete cubes, made, cured and tested in accordance with BS1881 and BS5328 by an UKAS Approved Test House.

You have notified us of any result indicating a possible failure to meet the specification as soon as the results are available to you.

We have been given the opportunity of investigating any alleged defect and of making any recommendations as to any remedial action to be taken.

f. DELIVERED GOODS/SERVICES. The Seller's responsibility for Goods/Services shall cease upon delivery and thereupon all risk passes to the Buyer.

g. DELAYS. We reserve the right to suspend or delay without penalty of any kind in the event of war, civil commotion, lockouts, fire, fog or any other inclement weather conditions, delays in any type of transport, non-availability, plant or truck breakdown or any accident or other cause. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. In the event of force majeure, obstacles to affecting shipment or manufacturing, shortages of raw material, labour conflicts or other specific events which can prevent normal processing of an order, we may cancel the contract in whole or in part or delay delivery without thereby giving rise to a claim against us by the customer.

h. AGREEMENT. Customers or customer's representative's signature on our Delivery Ticket shall be deemed acknowledgement, agreement and acceptance of these Terms and Conditions of Trade.

## **8. Property.**

All goods supplied shall remain our property until paid for in full and we shall retain the right to repossess any goods to which we have retained title and for this purpose the agents of the Seller may enter all or any of the Buyer's premises during normal business hours. This right shall continue to subsist until we have been paid in full. Until such payment the customer shall be in the possession of the goods solely as bailee for the Seller and in a fiduciary capacity and shall store our goods in such a way as to enable them to be identified as the property of the Seller.

## **9. Liability.**

a) The Seller shall not under any circumstances be liable to the customer for any indirect consequential or special loss or damage caused by or arising out of the acquisition or use of any of the Goods/Services.

b) The Seller shall be under no liability under the above conditions (or any other warranty, or guarantee) if the total price for the Goods/Services has not been paid by the due date for payment.

**10. Termination.**

a) In the event of bankruptcy or other related procedure affecting the customer or in the event his assets and/or financial condition deteriorates, following the acceptance of an order, we will retain the option to terminate existing contracts, suspend deliveries or require special guarantees

b) In the event of cancellation of the order by the Buyer, then any costs/expenses incurred by the seller to the receipt of the written advice of cancellation shall become payable by the Buyer

**11. Advice.**

Any advice given by members of this Company shall be given in good faith, but is not binding on the Company and we will accept no responsibility for any loss or damage however caused; whether or not attributed to this advice.

**12. Law.**

a) This agreement shall be governed by and construed in accordance with the laws of England. Any conflict that may arise from this agreement or the interpretation thereof shall be submitted exclusively to the jurisdiction of the English courts.

b) All conditions warranties and representations expressed or implied by statute common law or otherwise in relation to the goods are hereby excluded.