

ARROWMIX LTD CONDITIONS OF SALE AND DELIVERY

1. **WAITING TIME.** Prices are quoted on the assumption that no unreasonable delay in discharge will occur. Waiting time will be charged as per rates agreed at time of ordering.
 2. **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 the vehicle, you being responsible for costs incurred if the delivery is aborted. We accept no liability for damage caused to your roads or property of persons 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.
 3. **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.
 4. **CANCELLATION.** No charge will be made for cancellation 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 the event you will be liable for expenses incurred by us. Consignments ordered and delivered to site must be paid for in full.
 5. **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:
 - (a) 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.
 - (b) the sample tested has been taken during discharge from our vehicle in accordance with the relevant clauses of BSEN12390 and BS8500.
 - (c) all sampling, making, curing and testing of specimens has been carried out in accordance with the relevant clauses of BS1881 and BS5328.
 - (d) test results have been interpreted in accordance with BSEN12390 or any specification previously agreed by BS8500. It should be recognised that for a well controlled continuous production there is always the slight probability of a result occurring below the compliance limit that it is not normally possible to predict it's occurrence.
 - (e) 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 BSEN12390 by a UKAS Approved Test House.
 - (f) you have notified us of any result indicating a possible failure to meet the specification as soon as the results are available to you. '1
 - (g) we have been given the opportunity of investigating any alleged defect and of making any recommendations as to any remedial action to be taken,
 6. **TEMPERATURE.** It is not recommended that concrete is laid in conditions of less than 30C. The conditions at the time of delivery and subsequent curing is the customers responsibility.
 7. **CONSEQUENTIAL LOSS.** We shall under no circumstances be liable for any consequential loss or damage.
 8. **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.
 9. **PRICE VARIATION.** Quoted prices are based on the cost of materials and labour ruling at the date of the quotation, In the event of fluctuation of costs we reserve the right to make corresponding variations in prices after giving due notice.
 10. **ACCEPTANCE.** This quotation is conditional upon written acceptance to us within 7 (seven) days of the quotation date.
 11. **PAYMENT.** Quoted prices apply to payment by cash-on-delivery (COD) 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 payments due as a lien,
 12. **CASH ON DELIVERY.** The amount indicated on the face of the Delivery Ticket, which is also our invoice, must be paid to the driver before materials can be discharged. Our driver will provide you the customer with a copy of the Delivery Ticket acknowledging receipt of the payment. Terms COD unless otherwise agreed.
 13. **CONDITIONS.** Any contract resulting in acceptance of this quotation shall be subject to these Conditions of Sale and Delivery 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 ARROWMIX LTD,
 14. **CREDIT CARD TRANSACTION FEE.** A fee levied at the discretion of ARROWMIX LTD to defray the cost of charges made by credit/debit card companies for payments via credit/debit cards.
 15. **AGREEMENT.** Customers signature on our Delivery Ticket shall be deemed acknowledgement, agreement and acceptance of these Conditions of Sale and Delivery.
- Suppliers