

Before Mechanical Machining of this product please read the following Health and Safety Information

All concrete and clay products, when machined mechanically will release dust, which may contain quartz particles. Inhalation of high concentrations of dust may irritate airways. Dust may also cause irritation of the eyes and/or skin.

Inhalation of dust containing quartz, in particular the fine (respirable size) dust fraction, in high concentrations or over prolonged periods of time can lead to lung disease (silicosis) and an increased risk of lung cancer.

- a) Avoid dust inhalation by using cutting equipment which has dust extraction or suppression where practicable.
- b) Ensure adequate ventilation in the work place.
- c) Avoid dust inhalation and contact with the eyes and skin by wearing appropriate personal protective equipment (safety goggles, protective clothing and an approved P3 respirator).

H+H UK Limited Terms and Conditions

These are the Conditions of Sale referred to in quotations issued by H+H UK Limited to be incorporated in all contracts made after 1st October 2001.

1. Definitions

- 1.1. In these conditions the following meanings shall apply:
- 1.2. 'Customer' means the company, firm or person who buys or agrees to buy the Goods from the Company.
- 1.3. 'Conditions' means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Company subject to the authority of a Director of the Company.
- 1.4. 'Delivery Date' means the date specified by the Company when the Goods are anticipated to be delivered to the Customer or as stated by the Company to be available for collection and notwithstanding that the Company may deliver the Goods direct to a third party or make available for collection to a third party and may make arrangements for such delivery or deliveries or collection direct with a third party.
- 1.5. 'Goods' means the products and services which the Customer agrees to purchase from the Company.
- 1.6. 'Price' means the price for the Goods including carriage, packing and insurance within mainland U.K., but excluding VAT.
- 1.7. 'The Company' means H+H UK Limited, Head Office, Celcon House, Ightham, Sevenoaks, Kent TN15 9HZ.

2. Application of Conditions

- 2.1 These Conditions shall apply to all contracts for the sale of Goods by the Company to the Customer to the exclusion of all other terms and conditions including any terms and conditions which the Customer may purport to apply under any purchase order confirmation of order or similar document.
- 2.2 Any quotation whether oral or in writing submitted by the Company is an offer to supply the Goods described in the quotation strictly in accordance with these Conditions.

- 2.3 All orders for Goods shall be deemed to be an offer by the Customer to purchase Goods pursuant to these Conditions.
- 2.4 The Customer is deemed to have notice of these Conditions in all circumstances and acceptance of delivery of the Goods shall be deemed conclusive evidence of the Customer's acceptance of these Conditions.
- 2.5 Any amendments or variations to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Company and subject to the written authority of a Director of the Company.

3. Price

- 3.1. Unless otherwise stated including in any written quotation and/or terms and/or in notes in the price list current at the date of order the Price shall be that as quoted by the Company current at the date of quotation. The Customer shall be deemed to have knowledge of the terms and/or notes as stated in the current price list. The Company is entitled to adjust the price of the Goods at any time between the date of acceptance of the order and delivery of the Goods unless the Company has stated in its quotation that the price shall remain fixed for a stated period provided that such adjustment shall not be effective until 14 days after the Company has given written notice of such adjustment to the Customer. If the Company has stated that the prices will remain fixed for a specified period then the aforementioned fixed price shall automatically lapse upon expiry of the said period after which the Company shall be entitled to adjust the price following 14 days notice as aforesaid unless the Company has stated within its written quotation a method by which prices shall be adjusted.
- 3.2. The Price is exclusive of VAT which will be charged at the rate ruling at the date of despatch and the Customer shall be in debt to the Company for the VAT to the same extent and at the same time as the Customer shall be in debt for the Goods.
- 3.3. Where a discount is allowed, whether in a quotation or otherwise, it shall be a condition precedent to the Customer's entitlement to such discount that payment is made strictly in accordance with these Conditions. For the avoidance of doubt, and unless otherwise stated, a discount shall apply only to the price of the Goods.
- 3.4. Where the Goods are delivered on pallets, the Customer shall pay for the pallets as invoiced together with the Goods in accordance with these Conditions. No trade discount, rebate or cash discounts are given on the invoiced price of pallets.

4. Description of the Goods, Conditions and Warranties

- 4.1. The Goods shall be manufactured and/or supplied in accordance with the description contained in the Company's quotation and all manufacture shall be in accordance with all applicable British or European Standards or BBA Certificate which relate specifically to the Goods. Unless otherwise described in the quotation, all reinforced elements are special order Goods manufactured to the Customer's order. For all Goods all square meter area dimensions stated include an implied thickness of mortar joint calculated according to a nominal measure of 10mm except in the case of thin layer mortar where a nominal measure of 2mm applies and where the area of blocks should be calculated accordingly.
- 4.2. The Company may from time to time make changes in the specification of the Goods which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Goods.
- 4.3. Unless expressly stated in the Company's quotation, the contract is not a sale by sample.
- 4.4. The liability of the Company is strictly limited to replacement of any defective Goods and the Company shall not be liable for any other direct, indirect or consequential loss or

damage (including loss of profit) howsoever arising save in respect of the Company's liability for death or personal injury resulting from negligence.

- 4.5. Unless specifically described as such in the quotation, the Company does not warrant that the Goods are fit for Full CPR, marking and DoP information can be found at <http://www.hhcelcon.co.uk/CPR> any particular purpose. All terms, conditions and warranties (whether implied or made expressly) whether by the Company or its servants or agents or otherwise (other than those express warranties set out in the quotation provided by the Company) relating to the quality and/or fitness for purpose of the Goods or any of the Goods are excluded.

5. Payment

- 5.1. Payment for the Goods shall be made in accordance with the invoice issued by the Company and unless confirmed otherwise in writing shall become due and payable to and shall be received by the Company before the Last day of the month following the month in which the Goods had been delivered or collected.
- 5.2. For all Goods, and including special orders, but not limited to, reinforced elements the Company reserves the right to require a payment on account or any alternative payment provision as specified in writing including in the Company's quoted Price for the Goods.
- 5.3. Without prejudice to any other rights of the Company, if the Customer shall fail to make payments of any sum due under any contract between the Company and the Customer, the Company may, without prejudice to any other remedy which the Company may have, withhold deliveries under this or any other contract with the Customer until the total indebtedness between the Company and the Customer has been discharged.
- 5.4. Invoices shall be deemed to have been accepted by the Customer unless queried before payment would have been due under these Conditions. Any such query shall be made in writing to the Company at its Head Office, Celcon House, Ightham, Sevenoaks, Kent, TN15 9HZ.
- 5.5. If the Customer fails to make payment on or before the date due under these Conditions then the Company shall be entitled to and may charge interest at the rate of 8% above the base lending rate of the Bank of England, unless otherwise agreed in writing, for the amount outstanding and for the number of days between the date when payment became due until the date of payment. The Company will issue invoices in respect of interest for which it requires payment and such invoices shall be payable by the last day of the month following the month in which such invoice was issued unless otherwise agreed in writing.
- 5.6. Credit facilities will be subject to a strict limit and the Company reserves the right to refuse delivery or further delivery if such limit is or would be exceeded.
- 5.7. Credit facilities are subject to withdrawal at the sole discretion of the Company at any time either by oral notice and/or notice in writing.
- 5.8. The Company reserves the right at any time and regardless of whether credit facilities had previously been extended, to demand security, in such form as the Company may, at its sole discretion, require for payment before continuing with or delivery of any order.
- 5.9. No delay in the exercise of any of the Company's rights as set out herein shall operate as a waiver or in any way prejudice such rights.

6. Delivery

- 6.1 The Company will endeavour to comply with the delivery date or dates required by the Customer but the Company is not under an obligation so to do and in particular (but without prejudice to the generality of the foregoing) the Company may suspend or delay delivery

of the Goods or any installment or part thereof in the event of any cause whatsoever beyond the Company's control.

- 6.2 Time of delivery is not the essence of the contract. The Company undertakes that it will make every effort to give adequate notice of any delay in deliveries by phone, fax or other appropriate means to prevent site labour and plant being wasted.
- 6.3 Delivery, if undertaken by the Company, is so undertaken on the condition that adequate access, offloading area, labour and facilities to carry out prompt and safe unloading, will be made available by the Customer and/or the Customer's Agent at the Customer's expense. Adequacy of such access, offloading area and facilities shall be to the satisfaction of the Company's driver who has sole discretion to refuse delivery whether on the grounds of safety or otherwise. The Customer shall be responsible for any additional costs incurred by the Company due to any default by the Customer and/or by the Customer's Agent. If the delivery vehicle is delayed from commencing its return or further journey then the Customer shall be liable for a charge in line with the current scale of charges at the time of delivery, the levy commencing after one hour from the lorry arrival on site or Customer premises.
- 6.4 Due delivery of the Goods shall be deemed to have been made when the Customer or the Customer's Agent receives Goods or any part or installment thereof by either collection or delivery as made to the Customer or to a person or place requested by the Customer, whichever shall happen first. A signature on the Company's delivery document shall be conclusive evidence of due delivery of the specified Goods, whether or not any qualification, regarding inspection or otherwise has also been made. It is the sole responsibility of the Customer to ensure that delivery is accepted by an authorised person.
- 6.5 The Company reserves the right, if delivery cannot reasonably be made by the road transport vehicles available to the Company at the place at which delivery is requested by the Customer, not to deliver in accordance with the Customer's request, and to require the Customer to take delivery at the Company's works. Alternatively, the Company may, upon instructions from the Customer, either not deliver or deliver to an alternative Location. The Customer shall pay the cost of so doing.
- 6.6 The Company will issue invoices in respect of such costs for which it requires payment and such invoices shall be payable by the last day of the month following the month in which such invoice was issued unless otherwise agreed in writing.
- 6.7 The Company shall not be liable for any loss or damage whatsoever due to failure by the Company to deliver the Goods (or any of them) promptly or at all.
- 6.8 Notwithstanding that the Company may have delayed or failed to deliver the Goods (or any of them) promptly the Customer shall be bound to accept delivery and to pay to the Goods in accordance with clause 5 ante provided that delivery shall be tendered at any time within 3 months of the Delivery Date.

7 Acceptance of the Goods

- 7.1 The Customer shall be deemed to have accepted the Goods following due delivery excepting where complaints and claims in respect of the Goods or any part or installment thereof shall be made in writing to the Company at its Head Office, Celcon House, Ightham, Sevenoaks, Kent TN159HZ within 7 days of due delivery of the same in accordance with clause 7.5 post. It shall be a condition precedent to any right which the Customer may have against the Company that the complaint and/or claim shall be made in writing before the expiry of the aforesaid period.
- 7.2 If the Customer rejects any of the Goods or any part or installment thereof which were at the time of delivery of the same defective or not in accordance with the description in the Company's quotation then, in accordance with the above paragraph, the Company will at

its own expense replace the Goods as defective or not in accordance with the description as aforesaid. The Customer shall nonetheless be liable to make payment in accordance with clause 5 ante in respect of the Goods which are not subject to such complaint or claim. The Customer shall be liable to make payment in respect of any Goods replaced in accordance with this clause following due delivery of the replaced Goods in accordance with clause 5 ante.

- 7.3 If the quantity of the Goods delivered, being less than a full Load, is less than the contracted quantity then the Customer shall not reject the delivery but shall inform the Company in the manner set out above and the Company shall make a further delivery to make up the deficiency and, if necessary, adjust its invoices accordingly.
- 7.4 If the quantity delivered is greater than the contracted quantity then the Customer shall not reject the delivery but shall inform the Company in the manner set out above and the Company will remove the excess quantity and, if necessary, adjust its invoices accordingly. The Customer will remain responsible for any loss and/or damage to the excess Goods until collection by the Company.
- 7.5 Provided that in all cases where the Customer complains of product deficiencies, the Company shall not be liable in any event unless and insofar as it has been given an opportunity to inspect the Goods within 7 days notice of the same before they had been used or otherwise disposed of by the Customer.
- 7.6 Without prejudice to the foregoing, in the event of a dispute between the Company and the Customer as to whether or not the Goods or any part or installment thereof were at the time of delivery of the same defective or not in accordance with the description in the Company's quotation [or specification] or whether for any other reason the Customer may not be obliged to pay for the Goods or part or installment thereof then the Customer shall pay the full value of the invoice issued by the Company in accordance with clause 5 ante but without prejudice to its right to pursue the recovery of such balance as it deems appropriate.
- 7.7 No Goods delivered to the Customer which are in accordance with the contract will be accepted for replacement without the prior written approval of the Company on terms to be determined at the absolute discretion of the Company.
- 7.8 Goods may not be returned by the Customer without the prior written approval of the Company. Where Goods are returned without such authority the Goods may at the Company's absolute discretion be returned to the Customer or stored at the Customer's cost without prejudice to any rights or remedies the Company may have.

8 Title and Risk

- 8.1 The Goods shall be at the Customer's risk as from date of delivery, alternatively when collected by the Customer or its agent and the Customer shall thereafter be solely responsible for any loss or damage to the Goods.
- 8.2 In spite of delivery having been made the property in the Goods shall not pass from the Company to the Customer until:
 - 8.2.1 the Customer shall have paid the Price plus VAT in full; and
 - 8.2.2 no other sums whatever shall be due from the Customer to the Company.
- 8.3 Until property in the Goods passes to the Customer in accordance with clause [8.2] the Customer shall hold the Goods in a fit and proper state on a fiduciary basis as bailee for the Company. The Customer shall store the said Goods (at no cost to the Company) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Seller's property.
- 8.4 Notwithstanding such provision in clause [8.3] the Company shall have the right to enter the Customer's premises, including any building or land owned or used by the Customer

under a Lease or licence or the like and may, without prejudice to any other rights which the Company may possess, repossess the Goods in accordance with this clause. When part of the consignment has been incorporated into a building or otherwise used or altered so that the Company is unable to repossess such part and payment has not been made in respect of the entire quantity of the Goods delivered then any uncertainty in the title of the remaining Goods shall be settled in favour of the Company.

- 8.5 The Customer shall have the right to resell or otherwise use or convert the Goods, including incorporating into structures and the like connected to the land provided that the Company shall be entitled to payment for the unpaid Goods out of the proceeds of such sale or use which the Customer shall collect as fiduciary trustee for the Company and shall keep separate from its other monies until such time as the Company has been paid in full.
- 8.6 The Customer shall insure and keep insured the Goods to the full Price against "all risks" to the reasonable satisfaction of the Seller until the date that property in the Goods passes from the Company, and shall whenever requested by the Company produce a copy of the policy of insurance. Without prejudice to the other rights of the Company, if the Customer fails to do so all sums whatever owing by the Customer to the Company shall forthwith become due and payable.

9 Remedies of the Customer/Third Party Rights

- 9.1 The Company shall be under no liability whatever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach of the Company of these Conditions of Sale.
- 9.2 No Condition herein shall be deemed to confer a benefit on a third party and/or any right to enforce such Condition as exists between the Company and the Customer. For the avoidance of doubt the Contracts (Rights of Third Parties) Act 1999 is expressly excluded as having any application to these Conditions of Sale.

10. Proper Law

- 10.1 These Conditions of Sale shall be in every respect governed by and interpreted in accordance with English Law.