

1 DEFINITIONS

“(The) Company”	Geo Quarries Limited
“(The) Customer”	The person or firm or company purchasing Goods from the Company
“(The) Goods”	The Goods which the Company is to supply in accordance with these conditions
“(The) Conditions”	The Terms and Conditions of the Company herein contained relating to the supply of the Foods
“(The) Order”	The order placed by the Customer for the supply of Goods

2 ORDERS

- 2.1 All orders are deemed to have been made by the Customer and accepted by the Company upon and subject to the Terms and Conditions which are complete and exhaustive and override all and any other Terms and Conditions and provisions referring or purporting to refer to the Goods and which shall not be capable of being varied supplemented qualified or interrupted by reference to any prior course of dealings between the parties. All other terms and conditions warranties guarantees and reservations (express or implied statutory or otherwise) are hereby excluded.
- 2.2 Every contract for the sale of the Goods shall be deemed to have been concluded only when Goods have been delivered or collected (not when an Order has been placed or accepted). Goods which form the subject matter of each contract shall be that contained in the relevant delivery. All orders and acceptances of orders are provisional only.
- 2.3 The Company reserves the right to make delivery by instalments.
- 2.4 Any samples, drawings, descriptive matter, or advertising produced by the Company and any descriptions or illustrations contained in the Company’s catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not have any contractual force.
- 2.5 A quotation for Goods given by the Company shall only be valid for a period of 28 Business Days from its date of issue.
- 2.6 The Company reserves the right to amend any specification of the Goods in a quotation or otherwise if required by any applicable statutory or regulatory requirements.
- 2.7 If the Company requires the Customer to return any packaging materials it will notify the Customer. The Customer shall make any such packaging materials available for collection at such times as the Company shall reasonably request.

3 PRICES

- 3.1 The price for the Goods shall be as set out in the written quotation provided by the Company and confirmed by the Order.
- 3.2 The Company will notify the Customer in writing before delivery of the Goods of any variation in the price of the Goods after the date of the order.
- 3.3 The price is exclusive of any applicable Value Added Tax.

4 PAYMENT

- 4.1 The Customer shall make payment in full without any deduction or withholding whatsoever on any account by the end of the calendar month following the month in which the relevant invoice is dated. If payment is not received in full when due the Customer shall pay interest on the unpaid amount at a rate per annum which is 8% above Bank of England base lending rate from time to time and the Customer shall pay to, or reimburse the Company on demand, on a full indemnity basis, all costs and liabilities incurred by the Company in relation to suing for, or recovering, any sums due including, without limitation, the costs of any proceedings in relation to a contract between the Company and the Customer incurred in or suffered by any default or delay by the Customer in performing any of its obligations. Payment shall only be made to the bank account nominated in writing by the Company on the invoice. Time of payment is of the essence. The Company reserves the right to suspend further deliveries and/or cancel allowance or further credit in the event of any payment under any contract not being made when due or if the Company at its discretion at any time considers the financial circumstances of the Customer have ceased to justify the terms allowed.
- 4.2 In the event of any Customer having a credit facility granted to them by the Company the Company reserves the right to call for immediate payment of a sum equal to the difference between the agreed credit limit and the price of the Goods delivered. Any credit facility allowed to the Customer by the Company may be altered or withdrawn at any time without notice.

5 PROPERTY RISK AND TITLE

- 5.1 Upon delivery the Goods shall be at the Customer's risk.
- 5.2 Notwithstanding 5.1 above and subject to 5.5 below both the legal and equitable title in the Goods will remain with the Company until the Customer has paid in all monies owed by it to the Company under any contract or otherwise including all VAT and interest where applicable.
- 5.3 Where any of the Goods are processed or incorporated in or used as materials for or mixed with other goods or materials prior to such payment the title (but not the risk) in the whole of such goods or materials shall, to the extent not already vested in the Company, pass to the Company from the moment of such processing incorporation use or admixture and shall remain with the Company by virtue of this condition on a fiduciary basis only, until the Customer has paid all monies owed by it to the Company at which point title will transfer to the Customer.
- 5.4 If the Company so requires the Customer shall insure and store Goods and materials (for which payment has not yet been made) at no cost to the Company so that they are clearly identified as belonging to the Company. If any payment is overdue the Company may (without prejudice to any of its other rights and remedies) recover and resell any or all of such Goods or materials and may enter upon the Customer's premises for that purpose. The Customer has the right to sell for the account of the Company any Goods or materials the property and/or title in which is vested in the Company by virtue of this condition. In such event the Company shall be entitled to, and the Customer shall hold, the monies on trust in a separate account and shall be under a fiduciary duty to account to the Company for the proceeds to such sale to the extent that any monies are owed by the Customer to the Company. In addition, the Company shall be entitled to make a claim directly against the Customer's customer for any purchase monies unpaid by the Customer and the Company shall be entitled to retain from any monies recovered from such Customer all monies due to the Company from the Customer plus all costs and expenses involved in making the claim. If there is any excess the Company will return this to the Customer.
- 5.5 Title to the Goods shall not pass to the Customer until the earlier of:

- 5.5.1 the Company receiving payment in full (in cash or cleared funds) for the Goods and any other goods that the Company has supplied to the Customer, in which case title to the Goods shall pass at the time of payment of all such sums; or
 - 5.5.2 the Customer reselling the Goods in its ordinary course of business, in which case title to the Goods shall pass to the Customer immediately before the time at which resale by the Customer occurs. In such event the Company shall be entitled to, and the Customer shall hold, the monies on trust in a separate account and shall be under a fiduciary duty to account to the Company for the proceeds to such sale to the extent that any monies are owed by the Customer to the Company. In addition, the Company shall be entitled to make a claim directly against the Customer's customer for any purchase monies unpaid by the Customer and the Company shall be entitled to retain from any monies recovered from such Customer all monies due to the Company from the Customer plus all costs and expenses involved in making the claim. If there is any excess the Company will return this to the Customer.
- 5.6 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 11 then, without limiting any other right or remedy the Company may have:
- 5.6.1 any right of the Customer to resell the Goods or use them in the ordinary course of its business ceases immediately; and
 - 5.6.2 the Company may at any time: require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

6 DELIVERY

- 6.1 Unless otherwise expressly provided in the Order all sales are ex-works (Little Ponton Quarry, Whalebone Lane, Grantham ("the Quarry")). Where the Customer arranges for collection of the Goods from the Quarry such collection shall constitute delivery to the Customer and thereafter such Goods shall be at the Customer's risk. Any claim for shortage or damage occurring after such delivery or for transportation shall be directed by the Customer to the carrier. Where the Goods are delivered to the Customer (or to such location specified by the Customer) by the Company then deposit of the Goods at the site of the Customer, or its designated site shall constitute delivery to the Customer at which point the Goods shall be at the risk of Customer. Any date or period of day for delivery stated on the order acknowledgement is an estimate only and the Company shall not be liable for any loss cost damage or any expense suffered by the Customer or any other person or company howsoever arising whether directly or indirectly out of any failure to meet any estimated delivery date or time.
- 6.2 The Customer shall inspect (and test) the Goods on delivery to ensure the Goods meet any relevant specification (or, if none, the description set out on the Order) and in the event that the Customer believes there is any failure to meet the specification it will use its best endeavours to inform the Company by telephone or email within 48 hours of delivery or collection. A failure to notify the Company within 48 hours of such delivery or collection will be a deemed acknowledgment that the Goods meet the specification.

7 QUANTITIES

- 7.1 On all orders the Company shall have the right to dispatch an invoice for the Goods greater or less than the exact quantity up to a variation of 10% unless otherwise expressly provided for in the Order.
- 7.2 The price of the Goods assumes that deliveries, collections and associated work can be carried out within the normal working hours of the Company. Surcharges will be applied for work outside these hours.
- 7.3 An extra charge will be made when the Customer requests supplies/deliveries to be made in quantities of less than what the Company considers to be a full load (the extra charge for all quantities under 20 tonnes on 8-wheeled lorries and quantities under 30 tonnes on articulated lorries is £15 per tonne, uncarried). An extra charge (of £80 per hour or part thereof) will also be made in the event that there is a delay in accessing the Customer's site for delivery purposes of more than 15 minutes.
- 7.4 In the event that the Goods cannot be delivered to the Customer (or its nominated site) on the due date for delivery because it cannot access the site the Company reserves its rights to seek payment from the Customer for any additional costs incurred as a result of the aborted delivery.
- 7.5 Quotations are made in good faith but orders are subject to materials being available at the relevant source and in the event that for any reason Goods are not available as quoted, the Company is under no obligation to obtain them from another source nor shall it be liable for any loss whatsoever occasioned by non-supply.
- 7.6 The Customer shall advise the Company in writing (or email with delivery receipt) where aggregates are to be used for the production of high quality concrete floor finishes or if the appearance of the concrete finish is essential. In the absence of such advice (and without prejudice to clause 8) the Company shall not be liable for any costs or repair or reinstatement to the concrete finish due to the quality of the aggregate used in the concrete.

8 WARRANTIES

- 8.1 The Company warrants that the Goods comply with the specification or sample (if any) in all material respects in accordance with the testing data submitted up to and including the point they leave the Quarry.
- 8.2 Where the Goods are collected by the Customer the Company will not accept liability for the Goods after they leave the Quarry (including liability for haulage, compaction, laying, handling and or mixing of the product). Where the Company delivers the Goods to the Customer then it will not accept liability for the Goods from the point when the Goods are deposited either to the Customer or to the site directed by the Customer.
- 8.3 The Company's obligation under this warranty is limited to replacement of any Goods or parts thereof which are delivered with material defects under normal and proper use.
- 8.4 The above warranty shall not apply to any defect or damage caused in whole or in part by: any alteration or addition to the Goods and/or by use or storage of the Goods contrary to any instructions of the Company (or if there are none, good trade practice regarding the same) and/or use of the Goods for purposes for which the Goods were not designed and/or by faulty installation or use by the Customer or any third party.
- 8.5 The Company shall be under no liability whatsoever in respect of any defect resulting from inaccurate or incomplete information supplied by the Customer affecting the specification or use of the Goods.

8.6 This warranty clause 8 is in lieu of and replaces excludes and extinguishes all and every condition warranty or representation whatsoever whether express or implied by statute common law trade usage or otherwise. In particular, the Customer shall satisfy itself that the Goods are suitable and fit for the purpose for which they will be used and shall be totally responsible therefor.

9 EXCLUSION OF LIABILITY AND CONSEQUENTIAL LOSS

9.1 Nothing in these Conditions shall limit or exclude the Company's liability for:

9.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); or

9.1.2 fraud or fraudulent misrepresentation; or

9.1.3 any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.

9.2 The Company shall in no circumstances be liable for loss of profit goodwill or any economic loss or any loss arising from any claim against the Company by any other party or any consequential or indirect loss or damage of any kind however caused or arising.

9.3 Subject to clause 9.1 the Company total liability to the Customer in respect of all other losses arising under or in connection with any contract of which these Conditions form part, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Goods (excluding the costs of and associated with the costs of haulage of the Goods).

10 INDEMNITY THIRD PARTY CLAIMS

10.1 The Customer agrees to indemnify the Company against any loss damage cost and claims expenses incurred by the Company in respect of any liabilities established against the Company by a third party arising out of or in connection with any of the Goods work or any services supplied by the Company and to procure that the Customer's insurers shall in no circumstances whatsoever have any rights or remedies against the Company additional to those of the Customer.

11 TERMINATION AND SUSPENSION

11.1 If the Customer becomes subject to any of the events listed below the Company may terminate any contract (if any) and/or cancel any quotation or order with immediate effect (verbally or in writing).

11.2 For the purposes of this clause, the relevant events are:

11.2.1 the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

11.2.2 the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Customer is a company) where

these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

- 11.2.3 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
 - 11.2.4 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
 - 11.2.5 (being a company) the holder of a qualifying floating charge over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
 - 11.2.6 a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
 - 11.2.7 a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process if levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - 11.2.8 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.2.1 - 11.2.7 (inclusive);
 - 11.2.9 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; and
 - 11.2.10 the Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under any contract has been placed in jeopardy.
- 11.3 Without limiting its other rights or remedies, the Company may suspend provision or intended provision of the Goods to a Customer if the Customer becomes subject to any of the events listed above or the Company reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under any contract on the due date for payment.
- 11.4 Termination of any contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 11.5 Clauses which expressly or by implication survive termination of any contract shall continue in full force and effect.

12 GENERAL

- 12.1 The Company reserves the right to cancel vary or suspend the supply of the Goods if any event occurs which is in the nature of force majeure (a "**Force Majeure Event**") including (without prejudice to the generality of the foregoing) fire, flood, storm, plant breakdown, strikes, lockouts or hostilities, non-availability of materials or suppliers or any other event outside the control of the Company and the Company shall not be held liable for any breach of contract resulting from such event.

- 12.2 The Company's failure to insist upon a strict performance of any provision of these Conditions shall not be deemed to be a waiver of its rights and remedies or a waiver by it of any subsequent default by the Customer in the performance of or compliance with any terms of these Conditions.
- 12.3 Unless otherwise agreed in writing the Customer may not assign the benefit or the burden of any order or contract with the Company. The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights or obligations under its contract with the Customer.
- 12.4 The validity of any individual provisions of these Conditions shall not affect the remaining provisions and except as set out in these Conditions, variation of a contract or these Conditions, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Company.
- 12.5 Both the Company and the Customer are independent contractors under these Conditions and the parties acknowledge that neither of them is an agent or partner of the other for any purpose and that each of them is entirely without authority to act on behalf of the other in any matter.
- 12.6 A person firm or company who is not a party to a contract between the Company and the Customer has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of the contract.
- 12.7 The headings of paragraphs in these Conditions are for reference purposes only and shall not affect in any way the meaning or interpretation of the Conditions.
- 12.8 Any notice or other communication given to a party under these Conditions shall (unless otherwise stated) be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the referred address in this clause; if sent by pre-paid first-class post or other next working day delivery service, at 9:00am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if send by fax or e-mail, one business day after transmission.
- 12.9 These Conditions shall in all respects be governed by and construed in accordance with English Law and the English courts shall have exclusive jurisdiction.