

AGGREGATE INDUSTRIES UK LIMITED
General Terms and Conditions of Sale

1. DEFINITIONS

In these General Terms and Conditions of Sale ("**GTCs**"):

"**ATCs**" shall mean any Additional Terms and Conditions of Sale as may be appended to a Quotation.

"**Business Day**" shall mean a day other than a Saturday, Sunday or public holiday when banks in London are open for business.

"**Consumer**" means a consumer as defined by the Unfair Contract Terms Act 1977 or the Unfair Terms in Consumer Contracts Regulations 1994.

"**Contract**" means a contract between You and Us, in relation to the provision of Goods comprising a Quotation, these GTCs and any ATCs or other terms or documents as may be specified on the face of or appended to the Quotation.

"**Defect**" shall mean any failure of the Goods to conform with the Specification and "**Defective**" shall be construed accordingly.

"**Force Majeure Event**" shall have the meaning given to it in Clause 14 of these GTCs.

"**Goods**" shall mean the goods to be supplied by Us to You under any Contract.

"**Insolvent**" shall mean:

- a. You are or become unable to pay Your debts within the meaning of Section 123 of the Insolvency Act 1986 (or Sections 267 and 268 of the Insolvency Act to the extent you are a Consumer);
- b. a recognised credit agency in the United Kingdom reporting that Your credit rating is zero, or that Your credit rating has, in Our sole discretion, reduced to a point where You are unable to fulfil Your obligations under the Contract;
- c. the levying or the threat of execution or distress on any property belonging to You;
- d. the appointment of a receiver or administrative receiver over all or any part of Your property;
- e. a proposal for a voluntary arrangement or compromise between You and Your creditors whether pursuant to the Insolvency Act 1986 or otherwise;
- f. the passing of a resolution for Your voluntary winding up or summoning a meeting to pass such a resolution otherwise than for the purposes of a bona fide amalgamation or reconstruction;
- g. the filing by You, or by any person on Your behalf, of a notice of intention to appoint an administrator with any court;
- h. the presentation of a petition for winding You up, or for an administration order in relation to You; or
- i. You ceasing or threatening to cease to carry on all or a substantial part of Your business.

"**Order**" shall mean any order for Goods that You place with Us under any Quotation.

"**Personal Data**" means any information relating to an identified or identifiable natural person.

"**Quotation**" shall mean a quotation for Goods issued by Us to You.

"**Relevant Party**" has the meaning given to it in Clause 13.1.2 of these GTCs.

"**Restricted Party**" a person or entity that is designated or otherwise subject to any restriction or prohibition under the Trade Control Laws, or that is resident or incorporated in any country that is subject to a comprehensive trade embargo.

"**Specification**" shall mean the specification for the Goods as set out in any applicable ATCs and/or on the face of the relevant Quotation.

"**Trade Control Laws**" means any applicable export controls or sanctions laws or regulations, including but not limited to those of the EU, UK, Switzerland, Canada, Australia, and the U.S., including without limitation the U.S. Export Administration Regulations (EAR), the International Traffic in Arms Regulations, and laws, regulations and executive orders administered by the Treasury Department's Office of Foreign Assets Control.

"**We**", "**Our**" and "**Us**" shall mean Aggregate Industries UK Limited, and any company within Our group, any subsidiary or any holding company from time to time of Aggregate Industries UK Limited and any of Our affiliates, officers, directors, agents, representatives, or employees.

"**You**" and "**Your**" shall mean the party with whom We contract.

"**Your Carbon Report**" means Our online carbon calculation tool, as described on the Quotation.

2. BASIS OF SALE

- 2.1 The Goods are sold by Us only under the relevant Contract, comprising the relevant Quotation, these GTCs and any ATCs, which Contract constitutes the entire agreement between You and Us and supersedes and extinguishes all previous drafts, arrangements, understandings or agreements between You and Us, whether written or oral, relating to the subject matter of such Contract. Any contrary or additional terms, whether (i) written upon, delivered with, or contained in

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any Order, or similar document provided by You, or (ii) implied by applicable law, trade, custom, practice or course of dealing (including, but not limited to those implied pursuant to the Sale of Goods Act 1979) are, to the fullest extent permissible under applicable law, hereby excluded and shall not form part of any Contract unless expressly agreed between You and Us in writing and signed (no oral conversation or exchange of emails or other correspondence shall be effective to vary any Contract).

- 2.2 Quotations issued by Us are open for acceptance for the period stated on the face of a Quotation and thereafter shall be automatically withdrawn.
- 2.3 Subject to Clause 4.2, cancellation of the Contract by You will only be accepted at Our discretion and in any case on the condition that You shall be liable for any costs or expenses incurred by Us up to the moment of cancellation and all loss or damage that we suffer or incur by reason of such cancellation and You will these sums to Us promptly.
- 2.4 A charge will be made for any costs incurred by Us due to any actual or purported suspension or deferment of the Contract by You or in the event that You default or delay in collecting, or giving instructions for the delivery of any Goods.
- 2.5 Health and Safety information relating to the Goods is available on request. You warrant that You will pass on to any and all third parties to whom You may supply the Goods all information as to the use and safe handling of the Goods as may have been passed on to You by Us.

3. REPRESENTATIONS

- 3.1 We do not make any representation, whether express or implied, as to the fitness of the Goods for any purpose and We shall not be liable for any misrepresentation made by Us, Our servants, or Our agents to You, Your servants, Your agents, or Your sub-contractors as to the condition of the Goods, their fitness for any purpose or as to quantity or measurements unless such representation is fraudulent.
- 3.2 Without prejudice to Clause 3.1 of these GTCs:

- 3.2.1 whilst We take every precaution in the preparation of Our catalogues, technical circulars, price lists and other literature, these documents are for Your general guidance only. Any recommendation, statement or guidance relating to any use, strength, storage or handling of the Goods provided therein shall not (in the absence of fraud on Our part) constitute representations by Us and We shall not be bound by them, nor shall they form part of any Contract; and
- 3.2.2 where We provide You with a sample of any Goods, please note that such samples are indicative only of colour, texture, and general appearance and that the actual Goods Ordered may vary from the sample. Samples shall not form part of the Contract nor have any contractual force.

You acknowledge that You have not relied on any such recommendation, statement or guidance, or on any such sample, in entering into any Contract, or placing any Order with Us.

4. PRICE

- 4.1 The prices set out in any Quotation are based on costs prevailing at the time when they are given or agreed and are exclusive of VAT and, unless otherwise expressly stated on the face of any Quotation, are also exclusive of any other taxation or levy imposed by HM Revenue & Customs or any other government body in the United Kingdom from time to time.
- 4.2 Save where We have agreed with You a fixed price for the Goods for a specified period of time We shall be entitled to adjust the price of the Goods prior to delivery or collection of the Goods, or prior to delivery or collection of an instalment of the Goods (as the case may be) to take account of any direct or indirect price increases sustained by Us, provided always that where We so increase the price:
 - 4.2.1 You shall be entitled to cancel any Order for Goods the subject of such price increase and shall have no obligation to make further Orders for Goods under the relevant Quotation; and
 - 4.2.2 neither We nor You shall have any liability to the other party in respect of any such cancellation.
- 4.3 We shall be entitled to adjust the price of the Goods as at the time of delivery or collection of the Goods or prior to delivery or collection of an instalment of the Goods (as the case may be) and You shall be liable to pay and shall pay such adjusted price:
 - 4.3.1 if You request any change to the collection or delivery date(s), quantities or specification of the Goods; and/or
 - 4.3.2 if Your instructions cause any delay, or You fail to give Us adequate information or instructions regarding the supply, collection, and/or delivery of the Goods.

5. PAYMENT

- 5.1 All cash sales must be paid for by You in full and in cleared funds, prior to collection or delivery of the relevant Goods.
- 5.2 If We have agreed any credit facility with You (such credit facility being granted based upon Your fulfilment of Our strict criteria but which credit facility may be withdrawn by Us at any time at Our sole discretion), You shall pay Our invoices in full and in cleared funds to the bank account nominated by Us to You in writing, by no later than the last day of the calendar month following the date of invoice.
- 5.3 Time for payment under each Contract shall be of the essence.
- 5.4 Without prejudice to any of Our other rights, interest will be payable by You on any and all overdue amounts at the HSBC Bank plc base rate plus 4%.
- 5.5 In the event of any breach of Contract by You, or dispute between Us and You relating to any Contract, including but not limited any failure by you to pay any of our invoices on time, We shall be entitled to suspend, withdraw or terminate any discount or rebate agreement between Us and You under any Contract.
- 5.6 We reserve the right without incurring any liability whatsoever to refuse to execute the Contract or part of it if You refuse to accept a price variation under Clause 4.

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5.7. You shall not be entitled to withhold payment of any amount payable under the Contract by reason of any dispute or claim by You in connection with the Contract or any other ground whatsoever nor shall You be entitled to set-off against any amounts payable to Us under the Contract any amount which is not then due and payable by Us to You.

5.8. We shall at all times be entitled to set-off any debt or claim of whatsoever nature which We may have against You against sums due by Us to You.

6. DELIVERY AND COLLECTION

6.1. Any time, period or date specified by Us for delivery of the Goods are given in good faith but are estimates only. We shall not be liable for any loss or damage arising out of any non-delivery at such time, during such period or on such date.

6.2. Time for delivery shall not be of the essence under any Contract.

6.3. For the avoidance of doubt and without derogation from or prejudice to any other provision of these GTCs, We shall not be liable for any damages whatsoever whether direct or indirect (including for the avoidance of doubt any liability to any third party) resulting from any delay in delivery of the Goods or failure to deliver the Goods within a reasonable time, whether or not such delay or failure to delivery is caused by Us, whether due to Our negligence or otherwise.

6.4. We may deliver Your Orders in instalments, which shall be invoiced and paid for separately. You may not cancel an instalment because of any delay in delivery or Defect in another instalment, nor shall You be entitled to treat the relevant Contract as a whole as repudiated.

6.5. The price of the Goods is based on:

6.5.1. You requiring delivery or collection during Our normal working hours or days (to the extent that such hours or days are not set out on the face of any Quotation, We will make these available to You upon receipt of Your request). If You require delivery or collection at any other time then You shall give at least seven (7) Business Days' notice to Us in writing and, if We agree to such delivery or collection, You shall pay all additional expenses as determined by Us occasioned by such delivery or collection; and

6.5.2. (where the Goods are being delivered by Us) delivery being made in loads of twenty (20) tonnes or more, save to the extent a different load quantity is specified in on the Quotation or in the ATCs. Delivery in loads of lesser quantity shall be subject to a premium on haulage. Details of such premium are as specified in the Quotation, or otherwise available upon request.

6.6. It is a condition of the Contract that You will provide proper assistance to the driver of the delivery lorry in unloading the Goods and that Our delivery vehicles or those of Our agents will not be held on site for more than half an hour. Any period in excess of these times will be charged as haulier waiting time to You at the rate determined by Us and, to the extent that such rate is not specified on the face of the relevant Quotation, such rate is available from Us upon request by You.

6.7. Delivery by Our road vehicles shall be made on the nearest good hard road to site with adequate turning space at the point of delivery. Our truck drivers are empowered to refuse delivery if, in their opinion, the point of unloading is unsafe or is likely to prove dangerous to them or to a vehicle. If You require a delivery vehicle to deliver Goods at any point off a public road, You will be responsible for any damage to vehicles, pipes, manholes, or any other property of any sort and will unconditionally fully and effectively indemnify Us against any loss, damage, claims, demands, expenses, liabilities, and costs, including legal costs, on an indemnity basis, as well as in respect of any and all expenses awarded against Us or incurred by Us in connection with or paid or agreed to be paid by Us in settlement of any claim which arises as a result of such delivery, which We may incur as a result of such delivery.

6.8. In the event that You request that any Goods be deposited on a street or public highway You shall be responsible for compliance with all applicable regulations and for all steps which need to be taken for the protection at all times of persons or property and You will unconditionally fully and effectively indemnify Us against loss, damage, claims, demands, expenses, liabilities, and costs, including legal costs, on an indemnity basis, as well as in respect of any and all expenses awarded against Us or incurred by Us in connection with or paid or agreed to be paid by Us in settlement of any claim which arises as a result of such delivery, which We may incur as a result of such delivery.

7. INSPECTION, SHORTAGES AND DEFECTS

7.1. You shall inspect the Goods at the place and time of unloading, but nothing in these GTCs shall require You to break packaging and/or unpack Goods which are intended to be stored before use.

7.2.

7.2.1. If You wish to make any claim for short delivery You must inform Us of such claim by telephone, and/or email to the contact details in the Quotation as soon as reasonably practical and in all cases, You must also give Us written notice of such claim within two (2) Business Days of unloading.

7.2.2. If You do not give Us written notice in accordance with Clause 7.2.1 of these GTCs, then the Goods will be deemed to have been delivered in the quantities shown in the delivery documents.

7.2.3. You shall not be entitled to and You irrevocably and unconditionally waive any right to reject the Goods or claim any damages whatsoever for short delivery howsoever caused.

7.2.4. In the event of any short delivery, Our liability for such short delivery is limited to making good the shortage.

7.3.

7.3.1. Where it is, or would have been apparent on a reasonable inspection of delivery or collection that the Goods are Defective, You must inform Us by email as soon as reasonably practical and in all cases, You must also give Us written notice of such claim in accordance with the timeframes set out in Clause 9.6, below.

7.3.2. If You (to the extent You are not a Consumer) fail to give Us written notice in accordance with Clause 7.3.1 and 9.6 of these GTCs, then:

7.3.2.1. the Goods will be deemed to have been accepted by You;

7.3.2.2. You shall not be entitled to and You irrevocably and unconditionally waive any right to reject the Goods; and

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7.3.2.3. Clause 9 shall have effect.

8. RISK AND TITLE

- 8.1. Risk in the Goods shall pass to You upon delivery or collection.
- 8.2. Title in the Goods shall remain with Us until such time as We have received, whether in cash, or cleared funds, payment from You of all sums owed by You to Us in respect of such Goods.
- 8.3. Until such time as title in the Goods passes to You, You shall hold the Goods as Our fiduciary agent and bailee and shall keep the Goods separately stored, protected, insured and identified as Our property. Until that time, You shall be entitled to re-sell or use the Goods in the ordinary course of Your business but, at Our direction, You shall account to Us for the proceeds of sale or insurance proceeds related to the Goods.
- 8.4. We shall be entitled at any time to recover any or all of the Goods in Your possession to which We have title and, for the purpose of such recovery, We, Our servants, or Our agents may, with such transport as is necessary, enter upon any premises occupied by You or to which You have access and where the Goods may be or are believed by Us to be situated.

9. DEFECTS AND LIABILITY

- 9.1. Nothing in these GTCs, or any Contract incorporating these GTCs, shall exclude or restrict Our or Your liability for death or personal injury resulting from Our or Your negligence, or Our or Your liability for fraud or fraudulent misrepresentation or any other matter in respect it would be unlawful for Us or You to exclude or restrict Our or Your liability.
- 9.2. If You deal as a Consumer any provision of these GTCs, or any Contract incorporating these GTCs, which is of no effect pursuant to applicable law shall not apply. If You are dealing as a Consumer Your statutory rights are not affected by these GTCs.
- 9.3. Subject to Clauses 9.1 and 9.2 of these GTCs, We shall not be liable whether under any Contract or at law by reason of any misrepresentation (unless fraudulent) or any breach of warranty, condition or other term, whether express or implied, or any breach of duty (whether common law or statutory) or negligence for any damages whatsoever. Instead of liability in damages We undertake liability under Clause 9.4 below.
- 9.4. In the event that any Goods supplied by Us to You are Defective, We shall not be liable to pay damages but, subject to the conditions set out in Clause 9.6, below, shall in Our sole discretion repair the Goods at Our own expense or supply replacement Goods free of charge or refund all (or where appropriate part) of the price for the relevant Goods.
- 9.5. We will not be liable under Clause 9.4:
- 9.5.1. if the Defect arises from fair wear and tear; and/or
- 9.5.2. if the Defect arises from Your (i) willful damage, (ii) negligence, (iii) abnormal working conditions, (iv) misuse, alteration, repair, unsuitable application or installation, wrongful handling or placing of the Goods, (v) collection or transportation of the Goods, including but not limited to Your failure to ensure that any collection vehicles are clean and free from any other debris or other materials which may cause a Defect, (vi) failure to follow British Standard or industry instructions relevant to the Goods, (vi) failure to follow Our oral or written instructions regarding the use, application and/or placing of the Goods or (if there are none) good trade practice regarding the same, or (vii) storage of the Goods in unsuitable conditions (provided that this sub-Clause shall not apply in respect of any act or omission by Us); and/or
- 9.5.3. unless after discovery of the Defect, We are given a reasonable opportunity to inspect the Goods before they are used or in any way interfered with. For the avoidance of doubt, We acknowledge that the cost of suspending works is relevant to the determination of what is a "reasonable opportunity" for the purposes of this sub-Clause, and this sub-Clause shall not apply to any works affecting the Goods which it may be reasonably necessary for You to carry out in the interests of safety and/or as emergency measures.
- 9.5.4. For the purposes of this clause 9.5 only, the terms "You" and "Your" shall include any third parties engaged by You in relation to the handling of the Goods.
- 9.6. Subject to Clauses 9.1 and 9.2 of these GTCs, We shall not be liable by reason of any misrepresentation (unless fraudulent), or any breach of warranty, condition or other term, whether express or implied, or any breach of duty (whether common law or statutory), or negligence for any damages howsoever arising (if notwithstanding Clause 9.3 of these GTCs You are entitled to recover any) nor shall We be liable under Clause 9.4 of these GTCs unless:
- 9.6.1. where the Defect would have been apparent on a reasonable inspection under Clause 7.1 of these GTCs at the time of delivery or collection, written notice of any claim is given to Us within two Business Days of the time of delivery or collection; or in any other case; or
- 9.6.2. where the Defect would not have been apparent upon delivery or collection (as the case may be) pursuant to Clause 9.6.1, above, the Defect is discovered within 2 months from the date of delivery or collection and We receive written notice from You of such Defect within 7 Business Days of it being discovered by You.
- 9.7. If the Goods are manufactured, processed or mixed by Us to the design quantity measurement or specification of You or Your agents then:
- 9.7.1. Subject to Clauses 9.1 and 9.2 of these GTCs, We shall not be under any liability for damages howsoever arising and whether arising under Clause 9.4 of these GTCs or otherwise, except in the event of:
- 9.7.1.1. fraudulent misrepresentation;
- 9.7.1.2. non-compliance with such design quantity measurement or specification; or
- 9.7.1.3. a claim maintainable against Us pursuant to Clauses 9.1 or 9.2 of these GTCs.
- 9.7.2. You will unconditionally, fully and effectively indemnify Us against all loss, damage, claims, demands, expenses, liabilities, and costs, including legal costs, on an indemnity basis, as well as in respect of any and all expenses awarded against Us or incurred by Us in connection with or paid or agreed

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to be paid by Us in settlement of any claim for infringement of any patents, copyright, design, trade mark or any other industrial or intellectual property rights of any other person.

- 9.7.3. You will further unconditionally, fully and effectively indemnify Us against all loss, damage, claims, demands, expenses, liabilities, and costs, including legal costs, on an indemnity basis, as well as in respect of any and all expenses awarded against Us or incurred by Us in connection with, or paid, or agreed to be paid by Us in settlement of any other claim arising from any such manufacturing, processing or mixing, including but not limited to any Defect in the Goods. This indemnity will be reduced in proportion to the extent that such loss damages costs and expenses are proven to be due to Our negligence.
- 9.8. If the Goods are not manufactured by Us or have been processed by a third party, whether or not at Our or Your request, Our liability in respect of any defect in workmanship or materials of the Goods will be limited to such rights against the manufacturer or the third party as We may have in respect of those Goods. We will on written request provide details of Our rights against the manufacturer or third party and any other terms and conditions imposed by the manufacturer or the third party and, so far as is possible, will, following receipt of Your written request, assign to You any such rights.
- 9.9. Except where You deal as a Consumer, You will unconditionally, fully and effectively indemnify Us against all loss, damage, claims, demands, expenses, liabilities, and costs, including legal costs, on an indemnity basis, as well as in respect of any and all expenses awarded against Us or incurred by Us in connection with, or paid, or agreed to be paid by Us in settlement of any claim by any third party arising from the supply or use of the Goods, including losses arising from Our negligence.
- 9.10. Subject to Clauses 9.1 and 9.2 of these GTCs, We shall not be liable for misrepresentation (unless fraudulent), or in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising and whatever the cause for:
- 9.10.1. any financial loss or any liability You may have to a third party or any loss of profit, business, contracts, revenues or anticipated savings; and/or
- 9.10.2. any special indirect or consequential damage of any nature whatsoever.
- 9.11. In any event and without prejudice to any other provision of these GTCs but subject to any revised limit as may be set out in any applicable ATCs, Our total liability for any one claim or for the total of all claims arising from any one act of default by Us (whether arising from Our negligence or otherwise) shall not exceed the purchase price of the Goods the subject matter of any claim.
- 9.12. You acknowledge and agree that:
- 9.12.1. You bear the risk of all additional expenses, costs, losses, damages and liabilities which may be incurred in excess of the limit on liability set out in Clause 9.11 of these GTCs, above, or as provided for in any applicable ATCs;
- 9.12.2. You can obtain insurance to cover such potential expenses, costs, losses, damages and liabilities; and
- 9.12.3. Should You wish Us to have a higher limit of liability than that set out in Clause 9.11 of these GTCs, above, or in any applicable ATCs, then this must be raised with Us at the earliest opportunity, prior to the conclusion of any Contract, and must be expressly agreed between Us and You in writing and signed by both parties.

10. DEFAULT

- 10.1. If (a) You fail to pay Us for any Goods on the due date, or (b) You are or become or We have reasonable cause to believe that You may imminently become Insolvent, or (c) Your credit limit, or that of any of Your associated companies is, or will be exceeded on delivery or collection, or (d) You are in breach of any condition of this or any other Contract (including but not limited to any failure by You to collect and/or take delivery of the Goods) and fail to remedy such breach promptly after being so requested to do so, then the full balance outstanding on any account between Us and You shall become immediately payable and We shall be entitled to do one or more of the following (without prejudice to any other rights or remedy We may have):
- 10.1.1. require payment in cash or cleared funds in advance of delivery or collection of undelivered or uncollected Goods;
- 10.1.2. terminate any Contract with You;
- 10.1.3. refuse to accept or complete any Order;
- 10.1.4. cancel, or suspend, or impose additional conditions on You in relation to any further delivery or collection of Goods to or by You or any under any Contract;
- 10.1.5. sell or otherwise dispose of any Goods which are the subject of any Contract with You;
- 10.1.6. charge You interest on the balance of monies due at either (in our sole discretion) (a) the rate set out in Clause 5.4 of these GTCs, or (b) pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 from the due date until payment is received after as well as before judgment; and/or
- 10.1.7. without prejudice to the generality of any other provision of these GTCs, exercise the powers set out in the Late Payment of Commercial Debts (Interest) Act 1998.
- 10.2. You shall reimburse Our costs, including legal costs on an indemnity basis which We incur in enforcing Our rights under this Contract including but not limited to any and all costs incurred by Us in respect of any action(s) taken to recover of any sums due to Us from You. Such sums shall be paid in addition to the statutory compensation payable by You under The Late Payment of Commercial Debts Regulations 2002.

11. CALL RECORDING AND DATA PROTECTION

- 11.1 We reserve the right to record or monitor telephone calls for training or security.
- 11.2 Personal Data relating to You, Your directors, officers, employees and/or any other individual acting on Your behalf may be processed by Us for the purposes of Our legitimate business interests. This may include, but is not limited to, credit reference checks and the administration of any Contract with You. Any Personal Data will be processed in accordance with Our Data Protection Policy (a copy of which is available on request).

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12. YOUR CARBON REPORT AND CARBON DATA

- 12.1 Calculations provided by Your Carbon Report are indicative and are based on the Goods that are specified in Our Quotation, including mix designs, raw materials and transport distances as well as any other information provided to Us by You at the time the Quotation is created. Accordingly, any changes in materials and input data may result in a variation to a calculation.
- 12.2 We do not verify the accuracy of any data, parameters, and/or information submitted by You, and We do not accept any liability for any incorrect or inaccurate calculations where the inaccuracy is due (whether fully or partially) to You providing information that is incorrect.
- 12.3 We do not guarantee any results provided by the Your Carbon Report calculation tool. Any calculation or report produced, and/or any data provided to You by or through Your Carbon Report as part of a Quotation is not intended to be used for an environmental product declaration ("EPD").
- 12.4 To the fullest extent permissible at law, We will not be liable to You or to any third party for any loss or damage of any kind arising out of, or resulting from the use of the Your Carbon Report tool and/or any carbon calculation, data or report provided to You as part of a Quotation or otherwise, whether such loss or damage is direct, indirect, incidental, punitive and/or consequential.
- 12.5 Without prejudice to clauses 12.1 to 12.4 (inclusive), where any Goods contain or consist of ground granulated blast-furnace slag ("GGBS") or pulverised fly ash ("PFA"), the carbon value of the GGBS and/or the PFA, including the carbon emissions generated during the original production process for pig iron and electricity production from coal and/or lignite as applicable, plus the carbon emissions generated during any post-processing (e.g. drying or grinding) will be included in:
- 12.5.1 all EPDs, in accordance with EN 15804+A2; and
- 12.5.2 any carbon calculations provided through Your Carbon Report, as part of a Quotation, or otherwise provided by Us to You.

13. COMPLIANCE

- 13.1 You warrant that:
- 13.1.1 You will comply with and act in accordance with all applicable laws and regulations, including but not limited to those relating to competition (including but not limited to the Competition Act 1998), anti-bribery (including the Bribery Act 2010), and modern slavery (including the Modern Slavery Act 2015), and Trade Control Laws;
- 13.1.2 You have conducted all required checks and has performed the appropriate due diligence to determine that none of Your employees, directors, shareholders, sub-contractors, or any other persons (each a "Relevant Party") is a Restricted Party. You further warrant that no Relevant Party nor any other person or entity to whom or to which:
- (a) You have engaged with or will engage with under or in relation to this Contract; or
- (b) You may supply any products or services provided to You by Us under or in Connection with this Contract,
- is a Restricted Party; and
- 13.1.3 Your entry into and/or performance of this Contract does not violate any Trade Control Laws and that You will not cause Us to violate any Trade Control Laws by entering into and/or performing this Contract.
- 13.2 We shall be entitled to suspend any payment to You until such time as We may lawfully resume payment, and suspend and/or terminate (in Our sole option) any Contract between You and Us if You breach all or part of Clause 13.1 of these GTCs and/or where We consider, in Our sole discretion, that performance under this Contract would result in Our violation of, or exposure to, adverse actions by any government authority under Trade Control Laws. Any outstanding sum payable and due to Us from You under any Contract shall become immediately payable to Us in the case of termination of a Contract pursuant to this provision.

14. FORCE MAJEURE

- 14.1 "Force Majeure Event" means any event or circumstance not within Our reasonable control including, without limitation:
- 14.1.1 acts of God, flood, drought, earthquake, landslide, extreme heat, extreme cold, excessive rainfall, or other natural disaster, extreme weather conditions, or extreme natural event;
- 14.1.2 epidemic, plague, or pandemic;
- 14.1.3 terrorist attack, act of piracy, violent robbery, capture or seizure of a delivery vehicle including vessels and rails, civil war, civil commotion or riots, revolution, rebellion, war, threat of or preparation for war, armed conflict, imposition of sanctions, blockade, embargo, or breaking off of diplomatic relations;
- 14.1.4 ionising radiation or contamination by radioactivity, nuclear, chemical, or biological contamination, or sonic boom;
- 14.1.5 any law, order, direction or action taken by a local or national government, regulatory body, or agency, including without limitation imposing an export or import restriction, quota or prohibition, failing to grant a necessary licence or consent, or restricting or disconnecting access to utility services such as electricity, water and gas;
- 14.1.6 any labour or trade dispute, strikes (including railway strikes), industrial action or lockouts;
- 14.1.7 closure of or restriction of access to any railway station, or inability to use any train or railway tracks for any reason including without limitation breakdown, issues caused by weather, maintenance work, and/or blockage(s) of railway tracks, where delivery will be made, whether in whole or in part, by rail;

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- 14.1.8 collapse of buildings, fire, explosion, destruction of equipment, destruction of port facilities, obstruction of waterways, cyber security incident, break-down of transport, or accident;
- 14.1.9 non-performance by suppliers or subcontractors; and
- 14.1.10 restriction, disconnection, shortage, or reduction in the supply of power and/or any utility services.

14.2 If We are prevented, hindered or delayed in or from performing any of Our obligations under this agreement by a Force Majeure Event, We shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations.

15. GOVERNING LAW AND JURISDICTION

15.1 The construction, validity and performance of these GTCs, any ATCs, any Quotation and/or any Contract, including any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be exclusively governed by English law to the exclusion of any other law, which may be imputed in accordance with choice of law rules applicable in any jurisdiction.

15.2 We and You submit to the exclusive jurisdiction of the English courts in respect of any dispute arising under, out of, or in respect of any Contract, Quotation, these GTCs and/or any ATCs.

16. GENERAL

16.1 You warrant that You have relied exclusively on Your own knowledge, judgement and expertise, and have not entered into the Contract in reliance upon any representations in connection with the Contract made by or on behalf of Us, whether written or oral that are not expressly set out in the Contract.

16.2 You and We acknowledge that, in entering into any Contract incorporating these GTCs, You and We shall have no remedies in respect of any statement, representation or warranty (whether made innocently or negligently) that is not expressly set out in such Contract.

16.3 You and We agree that Your and Our only liability in respect of any statements, representations and warranties that are expressly set out in any Contract incorporating these GTCs (whether made innocently or negligently) shall be for breach of contract.

16.4 If any Clause or sub-Clause of these GTCs or any ATCs is held by any court or other competent authority to be illegal, invalid, void, voidable or unenforceable the validity of the other Clauses or sub-Clauses of these GTCs or any ATCs, as the case may be, shall not be affected and they shall remain in full force and effect.

16.5 No failure or delay by Us to exercise any right or remedy under these GTCs, any ATCs, or any other provision of any Contract shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

16.6 No waiver of or variation to these GTCs, any ATCs, or any other provision of any Contract shall be effective unless it is made in writing and signed by the waiving party.

16.7 Any waiver given by Us in respect of any breach or default by You of Your obligations under and/or in respect of any Contract, including but not limited to the provisions these GTCs and/or any ATCs that are incorporated into such Contract, shall not be construed as a continued waiver of that breach, nor as a waiver of any subsequent breach or default by You of the same or any other obligation and/or provision.

16.8 Nothing in these GTCs, or in any ATCs, or in a Contract is intended to or will create any benefit for a third party or right for a third party to enforce any of these GTCs, or of any ATCs, or any other term of a Contract, whether under the Contracts (Rights of Third Parties) Act 1999, or otherwise.

16.9 Termination of a Contract shall not affect any rights and/or obligations whatsoever that have accrued under that Contract at the time of termination and any provision of these GTCs, or any ATCs or any Contract that, whether expressly or by implication, survive termination of the Contract shall continue with full force and effect.

16.10 The benefit of any Contract may not be assigned or transferred by You. We may assign or sub-contract or deal in any manner with all or any of Our rights or obligations under any Contract.

16.11 Unless otherwise specified on the face of the relevant Quotation, any notice to be given by either Us or You to the other party shall be in writing addressed to the other party's registered office or principal place of business or to such other address as may be notified by the other party from time to time.

17. INTERPRETATION

17.1 Section headings, clause headings and graphics are for convenience only and will not affect the interpretation of these terms and conditions.

17.2 Any reference to any document (including the Agreement), or any provision in any document, includes such document or provision and any amended, supplemented, modified, restated or novated version of such document or provision.

17.3 Any reference to any Act of Parliament, regulation or legislation of any sovereign state or the EU includes any amendment, replacement or re-enactment of that Act, regulation or legislation for the time it is in force, and any update or supplement to such Act, regulation or legislation, and includes any byelaws, licences, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made under that Act, regulation or legislation, and any condition attached to it. Any reference to an EU directive includes all applicable laws and regulations implementing and interpreting such directive (under national laws or otherwise).

17.4 Any reference to a law includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, statute, treaty or other legislative measure. This applies for any jurisdiction whatsoever. Lawful and unlawful will be construed accordingly.

17.5 Any reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of:

- 17.5.1 any governmental, intergovernmental or supranational body,

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- 17.5.2 agency, department; and
- 17.5.3 any regulatory, self-regulatory or other authority or organisation.
- 17.6 Except where the context requires otherwise, words denoting:
- 17.6.1 the singular includes the plural and vice versa;
- 17.6.2 any gender include all genders; and
- 17.6.3 persons include, whether they have a separate legal personality or not: firms; corporations; companies; governments; states or agencies of a state; associations; foundations; trusts; joint ventures; consortiums; or partnerships.
- 17.7 The Agreement will be interpreted in the English language.
- 17.8 Any reference to a company includes any company, corporation or body corporate, wherever incorporated.
- 17.9 Any reference to any party includes the party's successors in title, permitted assignees and/or permitted transferees.
- 17.10 Any reference to a judgment includes any order, injunction, determination, award or other judicial or arbitral measure, in any jurisdiction.
- 17.11 The terms 'include', 'including', 'included', 'in particular', and words of similar effect, will not be deemed to limit the general effect of the words that precede them.
- 17.12 Any reference to a book, record, or other information, includes any format, including paper, electronically stored data, magnetic media, film, and microfilm.
- 17.13 Any reference to writing includes typing, printing, lithography, photography and other modes of representing or reproducing words in a visible form. Expressions referring to writing will be construed accordingly.