

## Conditions of Trading

1. Our prices are based on the cost of goods or materials, labour, transport and maintenance of machinery ruling at the date when such prices were quoted or in the absence of a quotation when such prices were agreed. In the event of the expense to us of performing the contract being increased or reduced directly or indirectly by reason of subsequent fluctuation in such cost, we reserve the right after notice to make a corresponding increase or reduction in our prices to meet any such fluctuation.
2. We can accept no responsibility for failure to supply or for delay in supplying any materials or goods which may be due directly or indirectly to any act of God or force majeure or any war in which His Majesty is engaged, invasion, riot, civil commotion, military or usurped power, any legislation, Government Order, Regulation or Direction, any strike or lock-out, any fire, accident, breakdown of machinery, any damage of labour, equipment or spare parts affecting the production or transit of such material or goods or any other cause or circumstances beyond our control or by any abnormal conditions arising from any of the foregoing causes.
3. We do not undertake to deliver any load over roads or other ground which we consider to be unsuitable. If a vehicle used for performing our contract delivers a load to a place situated off a public road, the customer is to be solely responsible for any accident of damage resulting in consequences.
4. No complaint of any kind can be entertained (except in special circumstances justifying delay) unless it is made in writing with 24 hours after the time of supply of the materials or goods of which complaint is made. Although we make every effort to supply materials or goods strictly in accord with the quality or specification ordered, if any materials or goods supplied by us should be defective or not of the correct quality or specification ordered our liability shall be limited to free replacement of any materials or goods shown to be unsatisfactory. We are not under any circumstance to be liable for any consequential loss or damage or arising by reason of late supply or any fault, failure or defect in any materials or goods supplied by us or by reason of any other matter whatsoever.
5. All orders are accepted by us subject to the materials or goods being available when required in the quantities needed.
6. Our prices only cover delivery on normal working days during normal working hours. All deliveries made at the customer's request on Public Holiday, Sundays or Saturday afternoons or any other time outside normal working hours will be subject to an extra charge.
7. We reserve the right to refuse to execute any order if the arrangements for payments for the customer's credit are not satisfactory to us and to suspend or discontinue delivery of any goods or materials to any customer whose account is overdue for payment.
8. An extra charge will be made when the customer requires deliveries to be made in quantities of less than a full lorry load.

9. Unless otherwise agreed by us in writing, the above terms and conditions shall apply to all orders placed with us. Any stipulation or conditions contained in a customer's order form which would conflict with any of these terms and conditions or in any way qualify or negative the same shall be deemed to be inapplicable to any order placed with us unless expressly agreed to by us in writing when acknowledging the order in question.
10. No cancellation or postponement of any order can be accepted if the materials have already been loaded in which case we may make a charge covering any loss incurred.
11. When one of our vehicles calls at a customer's premises or site to deliver our materials the customer is to ensure that the vehicle is unloaded with all reasonable despatch. If a vehicle is detained for an unreasonable period, we reserve the right to make an extra charge.
12. The quotation is only open for year acceptance up to within twenty-eight days of the date appearing herein.
13. The ownership of the material to be delivered by Plasmor will only be transferred to the purchaser when they have been paid for in full, and if they are sold before they have been paid for, then Plasmor have the right to the proceeds of the sale.

**Plasmor Group of Companies**

*8 November 2022*