

## Terms and Conditions

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#### Definitions

In these terms and conditions the following words will have the following meanings.

- ➡ **"The Company"** shall mean Bonnar Sand & Gravel Co Ltd. or Bonnar Ready Mix Concrete Ltd.
- ➡ **"The Goods"** shall mean the material offered for sale by the companies.
- ➡ **"The Buyer"** shall mean the corporate Entity, Firm or Person seeking to purchase the goods from the company.

All orders received and accepted by the company only on these Terms & Conditions.

#### **PRICE:**

- 1) Unless otherwise stated, all prices quoted are exclusive of the current rate of VAT
- 2) Unless otherwise stated, all prices quoted as "delivered" are for delivery to site or as near there to as safe roadway permits.
- 3) Unless otherwise expressly agreed by the Company in writing, prices cover only delivery and working on normal days and during normal working hours. Deliveries requested out with these hours will be subject to extra charges.
- 4) Extra charges will be made when the buyer requests deliveries to be made in quantities of less than a full load.
- 5) Extra charges will be made if the buyer retains the vehicle for a length of time in excess of that allowed. Excessive delays, which in the opinion of the driver are unnecessary and avoidable, may result in the goods remaining in the truck being discharged without further delay. All costs arising from this action will be the responsibility of the Buyer.

#### **PAYMENT:**

- 1) All sums become due and payable under these terms not later than 30 days from the date of the invoice.
- 2) The buyer shall not be entitled to withhold payment of any amount payable to the Company by reason of dispute or claim by the Buyer, and in case of any incorrect or short delivery, shall remain liable to pay the full Invoice price of all the goods delivered.

**AVAILABILITY:**

All offer to supply materials are made in good faith in accordance with the circumstances applying on the date of quotation and all orders are accepted by the Company subject to the materials or goods ordered being available when required by the Buyer in the quantities needed. If for any reason whatsoever, material is not available, or not available in sufficient quantities, or if the Company is obliged to close down or reduce output, the Company will not be liable for any loss sustained by the Buyer due to the Companies inability to supply materials as quoted.

**DELIVERY:**

- 1) Delivery shall be to the address specified in the quotation.
- 2) Delivery dates mentioned in the quotation, order, or else where are approximate only and have no contractual effect. The Company shall not have any liability for loss or damage (*including loss of profit and consequential loss*) to the Buyer in respect of any failure to deliver on any particular date or dates.
- 3) Delivery of goods may be totally or partially suspended by the company during the period in which it is prevented or hindered from such delivery by reason or circumstances beyond its control. Any suspension shall not give rise to any claim by the Buyer against the Company.
- 4) The Company's obligation is to deliver as near to the site as a safe hard road permits. If delivery is made off of public road, the Buyer will be solely responsible for any accident or damage resulting in consequence. If the Company's vehicle is kept on site for an unreasonable time or has to return to the depot without completing delivery through lack of the Buyers assistance appropriate additional charges will be made. If the Buyer does not accept delivery of goods ordered for any reason, costs incurred will be charged to the Buyer. It is the Buyers responsibility to establish the suitability of the goods and to ensure that discharge is properly made at the correct place. Goods returned or not accepted because of alleged non-conformity, will be further, will be further tested by the Company and if conformity is confirmed all costs incurred in the rejection by the Buyer, including subsequent testing will be charged to the Buyer.
- 5) Time allowed for discharge of Ready Mix Concrete will be plus five minutes per cubic meter.  
  
(i) Time detained on site in excess of the above allowed time will be subject to additional charges.