

# Conditions of Sale

Basis of Quotation	1. This Quotation is a standing offer by the Company <b>Readymix (West Indies) Limited (RML)</b> , to sell concrete within 14 days after the date of this Quotation. Contracts will be formed when the Customer orders concrete, pays and agrees with the time of delivery.
Aggregates and Concrete Quality	2. All concrete products are manufactured / produced according to BSEN and ASTM standards by <b>RML</b> and are done so with specific ratios. Designs shall not be altered, unless a quality issue is realised by <b>RML</b> , in so producing. <b>RML</b> produces Aggregates with the highest and strictest Quality and Safety Standards according to BSEN and ASTM standards, dependent on the source of pitrun. TTS/ISO 9001:2009, ISO 9001:2008 QMS certified. <b>RML</b> reserves the right to produce aggregates that meet the specific customer requirements. <b>RML</b> shall not be held responsible for subsequent contamination of aggregates after it has been delivered by <b>RML's</b> approved trucks or if materials are purchased ex-plant, and the Customer uses trucks with suspect or unclean trays to transport said materials.
Time Limit	3. <b>RML</b> reserves the right to reject an order received later than 14 days after the date of this Quotation.
Access for Deliveries	4. The Customer shall provide and clearly indicate to <b>RML</b> a safe and proper route from the metalled highway to the discharge point and the Customer shall indemnify <b>RML</b> (both for itself and as agent and trustee for any other persons operating any truck making a delivery) against damage or loss which may result from a failure to do so.
Delivery Dockets	5. With respect to each delivery, the Customer shall ensure that an authorised person will be signing the delivery docket:- (a) acknowledge that the mix description set out on such delivery docket describes the concrete required by the Customer; (b) authorise any addition to the concrete of water or any other materials by recording it on such delivery docket; (c) confirm the times of arrival of such truck on site and of completion of discharge; (d) acknowledge receipt of such delivery.
Variation of Descriptions	6. Where <b>RML</b> complies with a request from the Customer or from a person reasonably believed by <b>RML</b> to be acting on his behalf for a variation in the mix description of a delivery the Customer shall accept any consequential variations in the properties and/or the constituents of such delivery.
Strength concrete testing, etc.	7. A reference to strength is (unless otherwise agreed in writing) a reference to compressive strength assessed:- (a) by making (in accordance with BS and ASTM Standards) cubes and cylinders from concrete samples taken from a delivery at the time of discharge either from the truck making the delivery or where collected by the customer from <b>RML</b> plant; (b) by carrying out (also in accordance with BS and ASTM Standards) comprehensive test on such cubes and cylinders; and (c) by interpreting (also in accordance with BS and ASTM Standards) the results of such tests.
Express Terms	8. The Customer shall not be entitled to rely upon a delivery reaching a particular strength or as being fit for a particular purpose unless (in either case) an express term to that effect is set out or referred to overleaf.
Breach of Contract	9. Where the Customer makes a claim against <b>RML</b> with respect to a breach of contract made on the terms of this Quotation, in relation to any alleged failure of concrete to correspond with the mix description or any variation of it which may have been incorporated into any such contract:- (a) immediately after the time when such a breach is first suspected the Customer shall give to <b>RML</b> a written notice to such claim which includes the reasons for suspecting such a breach and the precise position in which the concrete in question was placed; any such notice shall in any event be given within 40 days after the delivery of the concrete in question or within any reasonable longer period which the Customer may show to be necessary due to circumstances beyond his control (or in the case of any claim that the volume of a delivery did not correspond with the volume shown on the delivery docket which accompanied it within seven days after its delivery); (b) from time to time, the Customer shall give <b>RML</b> all facilities which <b>RML</b> may reasonably require to check any assessments made or to be made; (c) upon request from <b>RML</b> the Customer shall permit <b>RML</b> to carry out its own assessments and in particular (subject to doing so as quickly as is reasonably practicable) to inspect, to sample and to test the concrete in question in situ and to investigate and to advise on any remedial action; (d) within six calendar months after any delivery or within any reasonable longer period which the customer may show to be necessary due to circumstances beyond his control, the Customer shall submit to <b>RML</b> in writing a final claim giving details of each item of the cost of the repair or reinstatement thereby necessitated; (e) the Customer shall establish that such a breach has occurred.
Liability	10. Where the Customer does not act in accordance with Clause 9 above, any claim or right in respect of any such breach of contract shall be deemed to have been waived and to be absolutely barred. Where the Customer does not act in accordance with Clause 9, <b>RML's</b> liability in respect of any such breach shall be limited to the direct costs which would necessarily be incurred by the Customer in the breaking out and in the removal of any concrete in question and to any replacement by <b>RML</b> of the concrete in question and to any other direct costs which would necessarily be incurred by the Customer in carrying out repair or reinstatement. <b>RML</b> shall not be liable for indirect or consequential damage or loss in relation to any breach (whether of the type referred to in Clause 9 or otherwise).
Ownership of concrete	11. The ownership of concrete shall pass to the Customer at the moment of either its discharge from the truck making its delivery or of its discharge from <b>RML</b> to any container provided by the Customer. <b>RML</b> hereby expressly reserves title to all supplies made hereunder until full payment has been made by the Customer and <b>RML</b> shall be at liberty to enter any premises owned or controlled by Customer for the purpose of removing and retaking possessions of any such supplies not paid for. (a) <b>RML</b> shall not be responsible for any modifications or changes to the concrete after it has been discharged (such as the addition of water) or the failure to handle and place the concrete in good time and in accordance with the accepted practices of compaction, finishing, protection and curing of concrete.
Credit	12. Any credit facility allowed to the Customer by <b>RML</b> may be altered or withdrawn at any time. The Customer shall be liable for all legal costs and /or collection charges payable or incurred by <b>RML</b> in recovering any sums due from the Customer hereunder. All overdue invoices shall attract interest charges as stated overleaf.
Waiting Time	13. <b>RML</b> reserves the right to make a "Waiting Time" charge for the time during which a truck making a delivery is held on site in excess of a period of ten minutes plus an additional period of five minutes in respect of each cubic metre (or part thereof) of such delivery.
Part Loads	14. The Customer shall pay a "Part Load" charge in respect of any unfilled capacity of a truck making a delivery (in relation to full loads as shown overleaf) per metre cube less the full load and volume plus the Radial.
Working Hours	15. <b>RML</b> reserves the right to make a charge equal to the reasonable additional costs incurred as a result of its making deliveries outside its normal working hours on Mondays to Fridays 7:00 a.m. to 4:00 p.m. and special arrangements necessary for weekends and public holidays.
Quantity	16. This Quotation is based on the sale of the approximate quantity of concrete which the Customer has informed RML that will be required.
Price increases	17. In the event of an increase in <b>RML</b> total costs, <b>RML</b> reserves the right to increase its prices by the same percentage as that of the increase in such costs.
Act of God etc.	18. Notwithstanding any agreement reached pursuant to Clause 1 above, <b>RML</b> shall not be liable for damages or delays in delivery caused by an Act of God; by force majeure; by war; by riot; by civil commotion; by military or usurped power by Government order, direction or legislation; by fire; by accident; by strike; by industrial action short of a strike; by lock out; by adverse weather conditions; by delays to transport; or by any other matter whatever over which <b>RML</b> has no control.
Waiver of Terms	19. No waiver or variation of these Conditions shall be effective unless confirmed in writing by a Director of <b>RML</b> .
Conflicting Terms	20. Any other terms or conditions which the Customer may seek to introduce (whether before or after the date of this Quotation) shall be of no effect and an order for or an acceptance by the Customer of a delivery to which this Quotation refers shall be deemed to be on the terms of this Quotation and not otherwise.