

CONDITIONS OF SALE

1. These terms and conditions apply to all sales by us Towns of Weston Ltd & Towns Waste Management Ltd (the company) and any variations or additional terms must be expressly confirmed in writing by the company.

2. Quotations remain open until written acceptance but may be withdrawn if written acceptance has not been received by the company within 30 days of quotation.

3. The Company may at any time increase the price specified in the quotation by giving not less than seven days written notice to the Customer. The increased price shall apply to all orders for goods delivered after the date specified in the notice.

4. Except in the case of negligence by the Company or the driver of the Company's vehicle, the customer shall indemnify the Company and its drivers against damage or injury caused during the presence on site or access thereto of vehicle.

5. Where there is any complaint about the quality of the goods the customer must:

- (a) Phone the office from which the goods were ordered.
- (b) Confirm the complaint in writing to the office within one week.
- (c) Allow the Company all reasonable facilities to enable it to investigate any such complaint promptly and advise the customer of any remedial action that may be appropriate.

6. Company vehicles hired on a load work basis shall incur waiting time for any time on site in excess of 20 minutes. Waiting time to be charged at the current daywork rate.

7. Payment for the goods must be received not later than the **30th day** of the month following the month of the supply/hire of the goods. If (a) as a result of making a delivery the customer's credit limit would be exceeded or (b) the customer fails to comply with the payment terms or any other of these conditions then the Company may refuse (whether under this or any other contracts between the Company and the customer or any associated companies of the customer) to accept or complete any order, suspend supplies or impose such special payment terms or other conditions as the Company deems appropriate.

8. Property in goods shall pass to the customer when the Company has received actual payment for the goods.

9. The customer shall not have a right of set-off nor to withhold payments properly due to the Company in the event of any dispute with the Company.

Terms and Conditions of Quotation and Surfacing Contracts

10. All prices, unless otherwise stated are current at date of tender, VAT will be added at the current rate. Any increases or decreases in cost occurring prior to commencement and/or during the contract period will be included at invoicing stage.

11. One visit to site is allowed for haulage of plant to site. Costs of additional visits if required will be passed on unless specifically allowed for, and stated elsewhere in the quotation.

12. All work is guaranteed for a period of **six calendar months** excepting normal wear and tear. No responsibility is accepted for natural subsidence or other damage occurring due to causes beyond our control, or misuse by others.

13. Design of Falls of less than 1 in 40 on carriageways or 1 in 60 on car parks, drives etc. may result in inadequate surface draining. Whilst every effort will be made to lay to clients' falls and levels no responsibility will be accepted for ponding due to inadequate falls.

14. Soft areas in foundations prepared by others may result in surfacing being out of tolerance and any necessary remedial action will be subject to an extra charge.

15. Material laid in excess of stated thickness (unless specifically included in price) will be charged as regulating in conversion factor of $0.43\text{m}^3 / \text{tonne}$.