

HOLCIM UK LIMITED  
Additional Terms and Conditions of Sale for Concrete Products

**1. DEFINITIONS**

1.1. These Additional Terms and Conditions of Sale for Concrete Products ("**ATCs**") supplement Holcim's General Terms and Conditions of Sale ("**GTCs**").

1.2. In these ATCs:

"**Bespoke Goods**" shall mean Goods that We manufacture specifically for You based on Your instructions, or any specification provided by You.

"**Deposit**" shall have the meaning set out in clause 3.2.1

"**Made to Order Goods**" means Goods which We do not have in stock at the time of ordering and need to manufacture specifically for You, but which We manufacture or offer to Our standard specification.

For the purposes of these ATCs, "Goods" shall include Bespoke Goods and Made to Order Goods.

Any other capitalised terms used in these ATCs and not defined herein shall be given the meaning set out in the GTCs.

**2. COLLECTION AND DELIVERY**

2.1. Where You are collecting Goods from Us, and:

2.1.1. We are responsible for the loading of the Goods into Your vehicle, collection for the purposes of clause 8.1 of the GTCs shall be complete upon the completion of loading of the relevant Goods; or

2.1.2. You are responsible for the loading of the Goods into Your vehicle collection for the purposes of clause 8.1 of the GTCs shall be complete upon the commencement of loading of the Goods into Your vehicle.

2.2. Where We are delivering Goods to You, and:

2.2.1. We are responsible for the unloading of the Goods at the delivery location, delivery for the purposes of clause 8.1 of the GTCs shall be complete upon the completion of unloading of the relevant Goods from Our vehicle at the delivery location; or

2.2.2. You are responsible for the unloading of the Goods at the delivery location, delivery for the purposes of clause 8.1 of the GTCs shall be complete upon the arrival of Our vehicle at the delivery location.

**3. BESPOKE AND MADE TO ORDER GOODS**

3.1. When You Order Bespoke Goods or Made to Order Goods, We may provide additional documents with the Quotation and or as part of any Contract setting out recommended use and Specification.

3.2. When You Order Made to Order Goods or Bespoke Goods, You must, prior to manufacture by Us of the relevant Goods:

3.2.1. pay twenty-five per cent (25%) of the price of the relevant Goods ("**Deposit**") in cleared funds to Our bank account, the details of which account which We will communicate to You in writing;

3.2.2. provide Us with approval from an authorised employee, or director on Your behalf, authorising and instructing Us to commence the manufacture of the Goods;

3.2.3. sign and return an order acknowledgement, which We shall provide to You; and

3.2.4. provide all details and other documents (such as drawings) relevant to Your Order or otherwise requested by Us, including details regarding the specification of the Goods, their colour, dimensions, profile, and finish, and details relating to delivery and/or collection.

3.3. No document, other than the order acknowledgment referred to in clause 3.2.3 (once signed by You) shall be binding or form part of the Contract unless otherwise stated in the GTCs or these ATCs, or expressly agreed by You and Us in writing and signed by You and Us.

3.4. If We manufacture Bespoke Goods or Made to Order Goods based on the order acknowledgment, Your instructions or Your specification and You do not place an Order for any or all of them within a reasonable timeframe, and in any event by no later than 90 days from Our notification to You that the Goods have been manufactured; or You Order any Bespoke Goods or any Made to Order Goods, and fail to collect the Goods or breach any of the terms set out in clause 6 of the GTCs regarding delivery of the Goods, then, without prejudice to Our rights and remedies under clause 10 of the GTCs, You shall:

3.4.1. 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 arising out of Your failure to collect or place an Order for the Goods;

3.4.2. pay Our disposal costs should disposal of the Goods be necessary;

3.4.3. pay Our reasonable costs for manufacturing the Goods and/or processing Your Order;

3.4.4. pay Our reasonable delivery expenses; and/or

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3.4.5. pay a weekly storage charge for Us to store the Goods,

and We shall be entitled to set off any sums owed to Us under this clause 3.4 against the Deposit and/or any sums owed by Us to You in accordance with clause 5.8 of the GTCs.

3.5. No variation of any Order for Bespoke Goods or Made to Order Goods shall be effective unless it is made in accordance with clause 16.6 of the GTCs. In any case, if made, such variation shall be on the condition that You shall be liable for any costs, losses, damages and/or expenses incurred by Us up to the moment of variation and all costs, expenses, losses, and/or damage that We suffer or incur by reason of such variation and You will pay these sums to Us promptly including, if the Goods have been manufactured, the full price of those Goods as quoted by Us.

**4. RECOMMENDED USE**

4.1. For best results when laying or installing the Goods, We recommend that You follow the guidance set out in this clause 4.

4.2. You acknowledge that there may be variation in colour in the Goods. To reduce the appearance of any grouping of colour in the Goods:

4.2.1. You must lay the Goods in any given area using at least 3 to 7 packs of Goods (or more, depending on the area to be covered);

4.2.2. You must work down each pack of the Goods, rather than across the individual layers;

4.2.3. You must Order Goods with the same batch number as one another where Goods from the same batch are available. Where You will be laying Goods across a large area, We recommend that You Order Goods from multiple batches, to ensure distribution of colour of Goods across any given area; and

4.2.4. please note that nothing in this clause 4 is a guarantee of the availability of Goods.

4.3. To the extent that We provide You with any documents setting out recommended use of the Goods, including the recommendations set out in this clause 4, We shall not be liable for any Defect that arises, or any dissatisfaction caused, as a result of any failure by You to use, install, and/or maintain the Goods in accordance with that recommendation. Any Defect arising from, or dissatisfaction caused by, Your failure to follow recommendations and/or specifications given by Us to You shall be considered wilful damage of the Goods by You under 9.5.2 of the GTCs.

**5. ADDITIONAL CHARGES**

5.1. In addition to the price for the Goods as set out in the Quotation, We shall be entitled to charge such additional costs as specified in the Quotation, or as specified by Us from time to time, or as otherwise incurred by Us, where such costs are incurred as a result of any action or inaction by You in breach of the Contract, including but not limited to the following circumstances, where:

5.1.1. We are required to incur any costs as a result of You cancelling or amending Your Order, or returning any or all of the Goods, or where You are unable to accept delivery of any or all of the Goods, for whatever reason, unless clause 9.4 of the GTCs applies;

5.1.2. You do not provide Us, or any sub-contractors, hauliers, or freight operating companies who We may engage in delivery of the Goods from time to time, with safe and suitable access to the delivery location at the pre-agreed time and on the pre-agreed date, for whatever reason, in which circumstances our costs may include but not be limited to disposal costs, tipping costs, administration costs, freight operating company costs, and additional haulage costs;

5.1.3. We are required to remain at the delivery location for longer than 60 minutes including but not limited to demurrage charges, tipping costs, administration charges, and additional haulage charges;

5.1.4. We are required to deliver Goods in part-loads, that being less than the full capacity of Our delivery vehicle(s), which We shall communicate to You at the time of Quotation;

5.1.5. We are required to deliver the Goods in a specialist vehicle, that being a vehicle other than a articulated optic flatbed truck, or other such truck as specified by Us at the time of Quotation including but not be limited to a small vehicle with capacity of less than 26 tonnes, a vehicle with a crane, and/or a vehicle with multiple trailers, or such other vehicle as specified by Us at the time of Quotation or at any time prior to delivery;

5.1.6. You require delivery to multiple locations;

5.1.7. You require, for whatever reason, delivery to be made within a specific time slot during Our opening hours as set out on the Quotation; and/or

5.1.8. You require delivery at any time outside of Our opening hours, as specified on the Quotation.

**6. DEFECTS**

6.1. Pursuant to the provisions in clause 9.5 of the GTCs, We shall not be liable for any Defect caused by, or any dissatisfaction suffered, as a result of any of the following:

6.1.1. the occurrence of any efflorescence in the Goods. Efflorescence can be exhibited by an apparent loss of intensity of colour and the appearance of a milky white bloom on the face of the Goods. For the avoidance of doubt, the existence of efflorescence shall not be deemed a Defect as it can be a characteristic of all building products with a high cement content and is in no way detrimental to the performance of the Goods;

6.1.2. discolouration or colour fading in the Goods caused by natural weathering;

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- 6.1.3. variations in the Goods including but not limited to cosmetic blemishes, surface depressions, colour variations, and texture variations. For the avoidance of doubt, any variations in the Goods shall not be deemed a Defect and is in no way detrimental to the performance of the Goods;
- 6.1.4. staining of, or spillage of any item on, the Goods;
- 6.1.5. Your failure to follow Our recommendations regarding use and/or installation of the Goods which We may communicate to You from time to time, including but not limited to those recommendations set out at clause 4 above; and/or
- 6.1.6. Your failure to install the Goods in accordance with relevant industry standards and practices, including but not limited to BS EN 7533101 and BS EN 7533102.

**7. RETURN OF GOODS**

- 7.1. You shall not be permitted to return any Goods to Us under any circumstance unless:
  - 7.1.1. We agree in writing with You that We will accept a return;
  - 7.1.2. You pay the costs incurred by Us, as well as any of Our fees, resulting from the return;
  - 7.1.3. You return at least a full pallet load of Goods;
  - 7.1.4. upon inspection of the Goods, We determine that they are in good condition and can be resold; and
  - 7.1.5. the Goods have not been broken out of their packaging.
- 7.2. Where You return the Goods in accordance with this clause 7, title to and risk in the Goods shall pass back to Us immediately upon the completion of loading of Goods into Our vehicle (where We will be collecting the Goods from You), or the unloading of the Goods at Our site (where You will be returning the Goods to Us).

**8. RETURN OF PALLETS**

- 8.1. We may specify in a Quotation that the pallets on which any Goods are delivered to or collected by You are returnable to Us. Subject to clause 7 above, unless specified in a Quotation or otherwise agreed in writing between You and Us, You shall not be permitted to return pallets to Us.
- 8.2. Where We specify in a Quotation that pallets are returnable, the return of those pallets will only be accepted at Our sole discretion and in any case, shall only be accepted on the condition that any criteria specified by Us regarding the return of the pallets, including the condition of the pallets, how the pallets are returned, and the number of pallets being returned at once, is satisfied.
- 8.3. Unless otherwise agreed between You and Us in writing, You shall not be permitted to return pallets in instalments.

**9. RETENTION OF TITLE**

- 9.1. Pursuant to clause 8 of the GTCs, until title to the Goods has passed to You, You shall:
  - 9.1.1. store the Goods separately from all other goods held by You so that they remain readily identifiable as Our property;
  - 9.1.2. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - 9.1.3. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  - 9.1.4. notify Us immediately if You become Insolvent; and
  - 9.1.5. give Us such information as We may reasonably require from time to time relating to the Goods, and Your ongoing financial position.