

1. Definitions and interpretation

"**Business Day**" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

"**Conditions**" means the terms and conditions set out in this document as amended from time to time in accordance with condition 12.5.

"**Contract**" means the contract between the Customer and Ron Hull for the sale and purchase of the Goods in accordance with these Conditions.

"**Customer**" means the person or firm who purchases the Goods from the Ron Hull.

"**Force Majeure Event**" means any breakdown of plant or apparatus, fire, flood, earthquake, war, civil commotion, explosion, malicious damage, accident, industrial or labour dispute (including strikes and lock outs), compliance with a law or governmental order, delays by suppliers or materials shortages, or any other event or cause beyond its reasonable control an event or circumstance beyond a party's reasonable control.

"**Goods**" means the raw materials or goods (or any part of them) set out in the Order.

"**Order**" means the Customer's order for the Goods as set out in its purchase order form or its written acceptance of the Ron Hull quotation as the case may be.

"**Site**" means the Ron Hull site at Mangham Works, Mangham Road, Parkgate, Rotherham, S62 6EF or such other Site as specified by Ron Hull when the Contract is concluded.

"**Ron Hull**" means Ron Hull Demolition Limited, company number 02745553 or Ron Hull & Sons Farm or Ron Hull Jnr Limited, company number 1278500 as identified in the Contract.

"**Specification**" means any specification for the Goods agreed in writing by the Supplier and the Customer.

1.1 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute as amended or re-enacted.

1.2 Any phrase introduced by terms such as including, include, in particular or any single expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. Basis of Contract

2.1 These Conditions shall apply to the Contract to the exclusion of all other terms and conditions which the Customer may seek to incorporate or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Order shall be deemed to be accepted by Ron Hull on the earlier of when an authorised representative issues a written acceptance of the Order or Ron Hull makes delivery of the Goods, at which point the Contract will come into existence. A quotation for the Goods given by Ron Hull shall not constitute an offer.

3. Orders and Specification

3.1 The Customer shall ensure that the terms of its Order are accurate. It is the Customer's responsibility to check the accuracy of any Specification or any information in relation to the Goods and inform Ron Hull in time if there is any correction to be made by the Customer or if there is further information required to enable Ron Hull to perform the Contract. Any losses or expenses Ron Hull may incur as a result of the Customer's failure to comply with this condition shall be payable by the Customer.

3.2 The quantity, description and / or Specification of the Goods shall be set in the Order.

3.3 Ron Hull reserves the right to amend the Specification of the Goods if required by any applicable statutory or regulatory requirements.

4. Price of the Goods

4.1 The price of the Goods shall be the price set out in any quotation issued by Ron Hull, or, if no price is quoted, the price

set out in Ron Hull's published price list or export price list (as applicable) in force as at the date of delivery.

4.2 The price quoted to the Customer for the Goods is valid for 30 days from the day the quote was given. Upon expiry of this 30-day quotation period Ron Hull may alter the price without giving the Customer notice.

4.3 Ron Hull reserve the right to increase the price of the Goods by written notice at any time before Ron Hull delivers the Goods to the Customer to reflect any increase in costs to Ron Hull that are due to any factor beyond Ron Hull's control (including but not limited to currency fluctuations, increases in taxes and duties or significant increases in the costs of labour and/or materials and other manufacturing costs).

4.4 Ron Hull also reserves the right to increase the price of the Goods where:

4.4.1 the Customer changes the delivery dates, quantities or types of the Goods required, or the Specification; or

4.4.2 the Customer's instructions or failure to give Ron Hull adequate instructions or information causes Ron Hull delay.

4.5 Unless otherwise agreed in writing by Ron Hull or stated in Ron Hull's quotation or in the relevant price list, all prices are quoted on the basis that the Customer shall collect the Goods from Ron Hull's Site. If Ron Hull agree to deliver the Goods to a site other than Ron Hull's Site, Ron Hull shall confirm this in writing and the Customer shall be liable to pay all costs associated with such delivery which may include packaging, insurance and transportation costs.

4.6 The price of the Goods is exclusive of amounts in respect of VAT, which shall be additionally payable by the Customer, unless otherwise specified.

5. Terms of Payment

5.1 Ron Hull may invoice the Customer for the price of the Goods at any time after Ron Hull have either delivered the Goods to the Customer in accordance with condition 6.2, or have notified the Customer that the Goods are available for collection by the Customer in accordance with condition 6.1, even where the Customer has failed to take possession of them.

5.2 If the Customer choses to pay by means of a Credit Card Ron Hull shall be entitled to levy an extra sub-charge of 2% of the entire payment.

5.3 The Customer must pay the invoice in full by cash or cleared funds no later than 30 days from the date of invoice and shall not make any deduction for any reason.

5.4 If the Customer fails to pay on or by the due date in full by cash or cleared funds, Ron Hull shall, without prejudice to any of its other rights and remedies have the right to terminate the Contract without liability to the Customer and/or not to make any further delivery of the Goods to the Customer.

5.5 If the Customer has more than one Order with Ron Hull, and the Customer is making payments under those Orders, Ron Hull may allocate those payments against any of those orders

5.6 If the Customer fails to make payment due to Ron Hull under the Contract by the due date for payment, Ron Hull may charge the Customer interest on any unpaid sums at the rate permitted under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended). Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.

5.7 Ron Hull may extend credit to the Customer at Ron Hull's absolute discretion. Ron Hull will notify the Customer of any changes to the Customer's credit limit and the terms upon which this credit is extended from time to time.

5.8 Ron Hull reserve the right to decline Orders for Goods and / or suspend or withhold the delivery of Goods if this would result in the Customer exceeding the credit limit or the credit limit is already exceeded.

6. Delivery

- 6.1 Unless otherwise agreed in writing the Customer shall collect the Goods from the Site within three Business Days of being notified that the Goods are available for collection. Delivery of the Goods shall be deemed to have been completed at 5.00pm on the third Business Day after the day on which we notify that the Goods are ready for collection.
- 6.2 If Ron Hull agree in writing to deliver the Goods to a site other than Ron Hull Site, delivery shall be deemed to have occurred upon the arrival of the Goods at such site (even where the Customer fails to take receipt).
- 6.3 Any date or time given to the Customer by Ron Hull for delivery is a guide only and the Customer shall not have the right to cancel the Contract if Ron Hull deliver the Goods but do not deliver the Goods to the Customer on the agreed date or time. Save as provided in condition 6.8 Ron Hull shall not pay the Customer any compensation and the Customer shall not have any remedy for late delivery and time of delivery shall not be of the essence.
- 6.4 Ron Hull shall be entitled to deliver the Goods to the Customer earlier than the date agreed if Ron Hull gives the Customer reasonable notice.
- 6.5 The Customer shall not be entitled to reject the Goods if Ron Hull deliver up to and including 15% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered. If The Customer does not want any excess Goods delivered then the Customer shall make such excess available to Ron Hull for collection at the Customer's premises which Ron Hull shall collect at Ron Hull's convenience. Until such time as the excess Goods are collected they shall be stored at the Customer's risk and expense.
- 6.6 Ron Hull may deliver the Goods by instalments, and each instalment shall be invoiced and paid for separately. Each instalment shall be treated as a separate Contract. Any delay in delivery of or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 6.7 Ron Hull shall have no liability to the Customer if Ron Hull fail to deliver Goods to the Customer due to reasons beyond Ron Hull's reasonable control or to the extent that such failure is caused by the Customer's failure to provide Ron Hull with adequate delivery instructions or other instructions that are relevant to the supply of the Goods.
- 6.8 If Ron Hull fail to deliver Goods to the Customer due to Ron Hull's own fault, Ron Hull's liability shall be limited to the difference between the cost of any replacement goods of similar description and quality purchased by the Customer less the cost of the Goods, provided that the Customer bought replacement goods from the cheapest available source and the Customer provides Ron Hull with written evidence of the Customer's quotations and subsequent purchase. This condition shall not apply to delayed delivery.
- 6.9 If the Customer fails to either collect the Goods within three Business Days of receiving notification from Ron Hull that the Goods are ready for collection, accept the Goods upon delivery to the delivery destination specified by the Customer, or give Ron Hull adequate delivery instructions before the time for delivery of the Goods, then without prejudice to Ron Hull's other rights and remedies Ron Hull shall be entitled to:
 - 6.9.1 store the Goods until delivery takes place and the Customer shall pay all of Ron Hull's costs associated with the storage including insurance; or
 - 6.9.2 resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods. The Customer shall also pay interest as set out within these Conditions on the shortfall.
- 6.10 The Customer shall be responsible for providing safe and appropriate access to the Customer's premises. If, as a result

of an action or omission of the Customer, Ron Hull is prevented from collecting or delivering at the Customer's premises within 30 minutes of arrival at the Customer's premises, Ron Hull may charge the Customer for waiting time at Ron Hull's standard rate.

- 6.11 The driver of a Ron Hull vehicle may in his absolute discretion, refuse to deliver Goods if he or she believes that access to the Customer's premises or turning facilities are unsafe or likely to cause damage to a vehicle or if for any reason he or she believes that the proposed area is unsuitable.

7. Risk and Property

- 7.1 Risk in the Goods shall pass to the Customer upon delivery.
- 7.2 Subject to condition 7.4, title to the Goods shall pass to the Customer when Ron Hull receives payment in full in cleared funds for the Goods and any other monies owed , and until such time the Goods shall belong to Ron Hull.
- 7.3 Subject to condition 7.4, if the Customer has ordered Goods and receives them in instalments, the Customer shall not own any of the Goods until the Customer has paid Ron Hull in full in accordance with condition 5 for each instalment of the Goods.
- 7.4 The Customer may resell the Goods through an arm's length transaction undertaken in the ordinary course of business (but not otherwise) before payment is made to Ron Hull, in which case title to the Goods shall pass to the Customer immediately before the time at which such resale occurs.
- 7.5 Until title to the Goods has passed to the Customer, the Goods shall be stored separately from any products or goods belonging to the Customer or any third party and must be clearly marked and identified as being Ron Hull property. The Customer agrees that Ron Hull employees and/or agents shall be entitled to enter the Customer's premises upon reasonable notice and during normal working hours to check compliance with this condition 7.5.
- 7.6 Until title in the Goods passes to the Customer, the Customer shall not use the Goods as any form of security for any indebtedness or otherwise encumber, pledge or charge the Goods.
- 7.7 If before title in the Goods has passed to the Customer, the Customer:
 - 7.7.1 fails to pay the price for the Goods in full by the due date for payment;
 - 7.7.2 become subject to any of the events listed in conditions 11.1.2 to 11.1.6; or
 - 7.7.3 seeks to encumber, pledge or charge the Goods

or it appears to Ron Hull acting reasonably that the Customer is about to do or suffer any of the above events, then, without prejudice to any of Ron Hull's other rights and remedies, Ron Hull may immediately terminate the Customer's right to use or re-sell the Goods, and require the Customer to return to Ron Hull all Goods which have not been re-sold or irrevocably incorporated into another product. If the Customer fails to do so promptly, the Customer agrees that Ron Hull may enter any premises whether the Customer's or a third party's to recover the Goods.

- 7.8 Until legal title to the Goods has passed to the Customer, the Customer shall maintain the Goods in satisfactory condition and keep the Goods insured for the price at which they were sold to the Customer against all normal risks, and shall account to Ron Hull for any proceeds of such policy of insurance upon receipt of the same. Any monies received from the Customer by Ron Hull in accordance with this condition 7.8 shall not discharge the Customer's liability to pay the price for the Goods or any other sums payable to Ron Hull in accordance with the Contract, but shall be set off against any such liability.

8. Warranties

- 8.1 Ron Hull warrants that on delivery the Goods shall conform in all material respects with the Specification.
- 8.2 Subject to conditions 8.3 and 8.5, where the Goods do not comply with the warranty in condition 8.1 Ron Hull shall, at its

- option, either replace the Goods (in whole or in part) free of charge, or refund the price of the Goods or a proportionate part of the price. Ron Hull shall have no other liability to the Customer in respect of the Goods' failure to comply with this warranty.
- 8.3 Where the Contract provides for testing or inspection of the Goods by or on behalf of the Customer before delivery then the Customer shall inspect and/or test the Goods within seven days of being notified by Ron Hull that the Goods are available for inspection or testing. If the Customer does not inspect or test the Goods within the time specified by Ron Hull in that notice or if within ten days of such testing or inspection the Customer does not give notice to Ron Hull stating that, and specifying the reasons why, the Goods do not comply with the Contract, then the Customer shall conclusively be deemed to have accepted that the Goods comply with the Contract and shall not be entitled to reject the Goods on the grounds of anything which such inspection or testing has or would have revealed.
- 8.4 The Customer shall be deemed to have accepted the Goods and that the Goods comply with the Contract unless:
- 8.4.1 the Customer gives notice in accordance with condition 8.3; or
- 8.4.2 in the case of a defect in the quality of the Goods or the Goods otherwise not complying with the Contract which defect or noncompliance was apparent upon careful inspection or reasonable testing of the Goods (or would have been had a careful inspection or reasonable test been carried out), the Customer gives Ron Hull a notice specifying such defect or noncompliance within fourteen days after receiving the Goods and in any event prior to their use or re-sale and, after doing so, gives Ron Hull a reasonable opportunity to inspect or test the Goods before they are used or resold; or
- 8.4.3 where there is a defect in the quality of the Goods or the Goods otherwise not complying with the Contract, which defect or noncompliance was not apparent upon careful inspection or reasonable testing of the Goods (or would not have been had a careful inspection or reasonable test been carried out), the Customer gives Ron Hull notice specifying such defect or non-compliance immediately upon discovering it and in any event not more than 12 months after receiving the Goods and, after doing so, gives Ron Hull a reasonable opportunity to inspect the Goods. The Buyer shall not be excused from providing such opportunity by reason only that the goods have been incorporated into the Goods or property of a third party or that the Goods are located in, upon or under the premises or land of a third party
- 8.5 Ron Hull will not be liable for the Goods' failure to comply with the warranty set out in condition 8.1 in any of the following circumstances:
- 8.5.1 the Customer asked Ron Hull to provide Goods according to the Customer's instructions or Specifications and the defect is due to such instructions or Specifications;
- 8.5.2 the defect arises as a result of fair wear and tear, wilful damage, the Customer's negligence, or abnormal storage or working conditions;
- 8.5.3 the Customer fails to follow Ron Hull's or the manufacturer's written or oral instructions regarding use, storage and maintenance of the Goods; or
- 8.5.4 the Customer alters the Goods without Ron Hull's written consent.
- 8.6 Subject to the provisions of condition 9.1 the terms implied by clauses 13 to 15 of the Sale of Goods Act 1979 and all other statutory warranties and conditions are, to the fullest extent permitted by law, excluded from the Contract.
- 8.7 These Conditions shall apply to any replacement Goods supplied by Ron Hull.

9. Limitation of Liability

- 9.1 Nothing in these Conditions shall limit or exclude Ron Hull's liability for death or personal injury caused by Ron Hull's negligence, or the negligence of Ron Hull's employees, agents or sub-contractors (as applicable) or any other liability that cannot be excluded or restricted by law.
- 9.2 Subject to condition 9.1:
- 9.2.1 Ron Hull shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- 9.2.2 Ron Hull's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total amount of all sums payable by the Customer under the Contract.

10. Force Majeure

- 10.1 If a party is prevented, hindered or delayed from or in performing any of its obligations under the Contract as a result of any Force Majeure Event the requirement to comply with its obligations will be suspended for as long as, and to the extent that, performance is prevented, hindered or delayed by that event.
- 10.2 If the suspension continues for more than 30 days either party may terminate the Contract by giving not less than 30 days' notice in writing to the other. If the suspension comes to an end during that notice period the notice of termination will immediately be extinguished and ineffective and the Contract will continue as if it had never been served.
- 10.3 Notwithstanding the foregoing provisions of this condition 10, nothing will excuse the Customer from the Customer's payment obligations under the Contract.

11. Termination

- 11.1 Without limiting Ron Hull's other rights or remedies, Ron Hull may terminate the Contract with immediate effect upon written notice to the Customer if the Customer :
- 11.1.1 commits a material breach of any term of the Contract (being a single event or a series of events which together constitute a material breach), which is incapable of remedy or which if capable of remedy has not been remedied by the Customer within 14 days of receipt of a written notice identifying the material breach and requiring it to be remedied;
- 11.1.2 enters into an arrangement, compromise or composition in satisfaction of the Customers debts with the Customers creditors or any class of them;
- 11.1.3 suspends, or threatens to suspend, payment of the Customer debts, or are unable to pay the Customers debts as they fall due;
- 11.1.4 passes a resolution or makes a determination for the Customer to be wound up (except for the purposes of a solvent amalgamation or reconstruction) or has a winding up order or bankruptcy order made against the Customer or appoints or has an administrator appointed or has a receiver or administrative receiver appointed of the whole or any part of the Customer's assets;
- 11.1.5 the Customer ceases or threatens to cease to carry on the whole or a substantial part of the Customer's business or it is dissolved; or
- 11.1.6 suffers any event or takes any step analogous to the events or steps set out in conditions 11.1.2 to 11.1.5 inclusive in any jurisdiction other than England and Wales.
- 11.2 For the purposes of clause 11.1 failure by the Customer to pay sums due under the Contract shall constitute a material

breach. This is in no way intended to indicate that a breach of any other condition would be a non-material breach.

- 11.3 Without limiting Ron Hull's other rights or remedies, Ron Hull may suspend provision of the Goods under the Contract or any other contract between Ron Hull and the Customer if the Customer becomes subject to any of the events listed in conditions 11.1.2 to 11.1.6 or Ron Hull may reasonably believe that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 11.4 Termination of the Contract will not prejudice any obligations or rights or remedies of either of the parties which have accrued before termination or expiry and shall not affect any provision of these Conditions which is expressly, or by implication, intended to come into effect on, or to continue in effect after, such termination or expiry.
- 11.5 Upon termination of the Contract all monies owed by the Customer to Ron Hull shall become immediately due and payable.

12. General

- 12.1 If either party wants to serve a notice on the other party that notice must be in writing and sent to any premises that have been identified as the place for the service of notices. If no place has been identified then notice may be sent to the registered office or principal place of business of the other party.
- 12.2 Any delay or failure by a party in exercising, or any waiver by a party of, its rights under or in connection with the Contract will not limit or restrict the future exercise or enforceability of those rights.
- 12.3 The rights and remedies under the Contract are in addition to and, except where otherwise expressly provided in the Contract, do not exclude, any rights and remedies provided by law (including equitable remedies) or otherwise.
- 12.4 If any provision (or part of any provision) of these Conditions is, or becomes illegal, invalid or unenforceable in any respect: (a) it will not affect or impair the legality, validity or enforceability of any other provision of these Conditions; and (b) that provision (or part provision), will be deemed deleted.
- 12.5 Except as set out in these Conditions, no variation of the Contract will be valid unless it is in writing and signed by Ron Hull.
- 12.6 The Contract and any dispute or non-contractual obligation arising out of or in connection with it will be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute arising out of or in connection with the Contract and these Conditions.
- 12.7 The Customer shall not assign or otherwise transfer all or any of the Customer's rights, duties or liabilities under or in connection with the Contract without Ron Hull's written consent. Ron Hull may assign or otherwise transfer all or any of Ron Hull's rights, duties or liabilities without the Customer's consent.
- 12.8 The Customer shall not sub-contract the performance of any of the Customer's obligations under the Contract without Ron Hull prior written consent and the Customer will be responsible for all acts and omissions of all of the Customer's permitted sub-contractors as if they were the Customer's own.
- 12.9 A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Contract provided that this does not affect any right or remedy of the third party which exists or is available apart from that Act.