

## Before the job

**Conditions** - Any contract resulting in acceptance of a quotation shall be subject to these Conditions of Sale and Delivery to the exclusion of any conditions which you (the customer) may seek to impose. No variation to these conditions will be agreed or considered by Rightmix Limited without prior discussion and agreement to said proposed amendment.

**Cancellation** - No charge will be applied for a cancellation made by you (the customer) up to 24 hours prior to departure, except in the event where materials such as perishable or non-returnable admixtures have been ordered in, in this event the cost of the materials will be sought from you (the customer) and paid for in full.

**Access** - Each order is accepted by us on the understanding that your site can be approached by a hard road, the final decision as to a delivery being carried out is down to our driver's discretion. You (the customer) shall be liable to make good any damage caused to our vehicle or harm to our personnel by reason of defects in the access road or negligence on the part of you or your employees.

**Price Variation** - Quoted rates are based on the cost of materials, labour ruling at the date of quotation, in the event of fluctuating costs we reserve the right to amend the original quoted price after giving due notice.

**Delays** - We reserve the right to suspend or delay supply without penalty of any kind in the event of war, civil unrest, fire, fog, or any inclement weather conditions, delays in any kind of transport, non-availability, plant or vehicle breakdown, or accident.

## On the day

**Defects** - Our liability in respect of defects of our site mixed concrete (including failure to comply with specification) is limited to the cost of removal and replacement. However, we can only accept responsibility for said defect where it can be definitively proven that our material was at fault after taking the below criteria into account:

- a. No additional water has been added which will take the mix outside specification or additional items have been added to the mix.
- b. A sample has been taken and tested in accordance with BS1881, BS5328, BS8500 and EN206-1.
- c. Test results have been interrupted in accordance with current up-to-date standards and specimens have been cast and cured accordingly.
- d. Reference to the compressive strength in the specification shall unless otherwise agreed, refer to compressive strength of test cubes.
- e. You (the customer) have notified us (Rightmix Limited) of any results deemed to have failed to meet the specified strength requirement.
- f. We (Rightmix Limited) have been given the opportunity of investigating any alleged defect, and of making recommendations as to any remedial actions to be taken.

**Water** - Extra water affecting the design strength and/or workability will be noted on the delivery screen of the tablet, extra water is only added at the customer's specific request and risk.

**Consequential Loss** - We shall under no circumstances be liable for any consequential loss or damage.

**Arrival time** – Please be aware that the time of arrival may vary from time stated on quote, depending on prior jobs or traffic. However, should this time alter dramatically – You will be made aware by a member of our team.

**Agreement - Your signature (the customers) present on our tablet delivery screen, shall be deemed as full acceptance and acknowledgement of the above conditions and terms of sale.**

## Payments:

**Payment** - Quoted prices apply to payment by (cash on delivery) COD or by previously agreed arrangements, we reserve the right to refuse to execute any order or to discontinue any deliveries if the arrangements for payment are not in compliance with the previously agreed terms or if your credit account is overdue for payment. For COD deliveries, all monies as agreed are payable upon completion of delivery.

**Waiting Time** - Prices are quoted on the assumption that no unreasonable delay in discharge will occur. Waiting time to be charged at £90/hr or part thereof, once agreed delivery time has been exceeded.

**Card details** – Unless requested otherwise, card details may be held in a secure manner on our PCI Compliant system.

**Please also note:**

- Payment for concrete will be taken and invoice sent once delivery has been made, along with payment for pump hire – if supplied through us or any additional charges such as waiting time.
- Price per cube may vary depending on the quantity of concrete used.