

TERMS AND CONDITIONS OF SALE AND DELIVERY

1. (a) In these terms and conditions “the Seller” means Mona Precast (Anglesey) Ltd, “the Buyer” means the Buyer or Buyers specified overleaf (or any person authorised by the Buyer) and the goods mean the concrete products, blocks or other goods specified overleaf.
- (b) These conditions apply to all sales of goods by Mona Precast (Anglesey) Ltd and shall prevail over any other terms or conditions contained or referred to in the Buyer’s order or in correspondence or elsewhere or implied by any custom, trade, or course of dealing unless otherwise agreed in writing.
- (c) The Buyer shall be deemed to have accepted these terms and conditions by signing the order form or delivery note overleaf.
- (d) These conditions shall be construed in accordance with English Law.

- (h) In the event of the Buyer requesting the Seller to deliver the goods to the premises of a third party or to premises where the Buyer is not present, these terms and conditions shall apply in the same way as if they were delivered to the Buyer’s premises in the presence of the Buyer and the Buyer shall be liable for the acts or omissions of anyone appointed or nominated to accept delivery of the goods on his behalf.
- (i) The risk in the goods shall pass to the Buyer upon delivery whether or not title to the goods has passed to the Buyer.
- (j) If the goods cannot be fully unloaded within a period of thirty minutes after the delivery vehicle has arrived on the site the Buyer shall pay a charge calculated at the rate of £65.00 per hour and proportionately for each period of less than one hour for the time over and above thirty minutes which is taken to unload the goods.

ESTIMATES OF QUANTITIES

2. Any estimates in respect of quantities required or advice as to the suitability or fitness of any goods for any particular purpose is given by the Seller without obligation or responsibility and the Buyer shall be solely responsible for ascertaining the quantities required and the suitability and fitness of the goods for their purpose.

PRICE

3. (a) The price payable for the goods shall be that specified overleaf save that in the event of any increase in fuel costs, taxation costs, or in the cost of raw materials the Seller shall be at liberty to increase the price payable for such goods to reflect such increased costs.
- (b) Unless otherwise agreed by the Seller in writing the price shall be deemed to be exclusive of Value Added Tax which shall be payable at the prevailing tax rate.
- (c) The Seller reserves the right to charge at extra cost for delivery outside normal working hours or to any premises other than those at which the Buyer conducts business.
- (d) The Seller reserves the right to charge for the costs of a second delivery in the event that the Buyer is unable or unwilling to accept delivery of the goods on the first occasion when delivery is attempted by the Seller.

PAYMENT

4. (a) Payment shall be made by the Buyer to the Seller no later than the end of the month following the date of the Seller’s invoice.
- (b) In the event of the Buyer failing to pay for the goods by the date referred to above, interest shall be charged on the amount of the invoice or on such part thereof as may remain unpaid, at the rate of 4% above the prevailing base rate of Barclays Bank Plc from the date when payment should have been made until the date of actual payment.
- (c) The Seller reserves the right to set off any sums due to or by the Buyer against any sums due by or to the Seller.

TITLE TO GOODS

5. (a) Until such time as the Buyer has paid for the goods in full, title to and ownership of the goods shall remain with the Seller.
- (b) Unless and until the Buyer has paid for the goods in full the Buyer shall, upon receipt of a written request by the Seller, identify the location of the goods and shall allow the Seller access to them for the purpose of removing the same.

DELIVERY

6. (a) The Seller will use all reasonable endeavours to ensure that the goods are delivered on the date specified. However, time shall not be of the essence of the Contract in relation to delivery and no liability shall attach to the Seller for failure to deliver the goods on any particular date.
- (b) The Buyer undertakes to ensure that the site for delivery is attended at the time of delivery of the goods and shall acknowledge delivery by signing a delivery note which shall be presented by the Seller’s driver.
- (c) The Buyer shall provide adequate access and unloading facilities and, in the event of such access or facilities being found to be unsuitable in the opinion of the Seller’s delivery driver, the goods shall be returned to the Seller’s premises.
- (d) The Seller will only deliver the goods to the ground floor level and the Buyer shall ensure that the surface upon which the goods are to be deposited are adequate and safe for that purpose.
- (e) The goods shall, at the discretion of the driver, be placed on pallets at the request of the Buyer but in this event the Buyer must ensure that the pallets (whether supplied by the Seller or not) are sufficiently strong and suitable for the intended purpose. The Seller accepts no liability for goods placed on pallets which are subsequently found to be defective or unsuitable.
- (f) In the event of the Seller’s delivery driver being requested or directed to drive the delivery vehicle off the public road and onto private land for the purpose of unloading the goods the Buyer shall take every reasonable care to ensure that the vehicle enters, parks and exits the site in a safe manner and without causing damage to any other vehicles or property. The Buyer shall be liable for any damage caused in negligently advising or directing the delivery driver to perform unsafe manoeuvres whereby damage is caused whilst on such private land.
- (g) If the Buyer requests the Seller’s delivery driver to deposit the goods on concrete beams, the Buyer shall ensure that they are sufficiently strong to accept the weight of the goods and, in the event of any damage being caused, whether to the concrete beams or otherwise, the Seller shall not be liable for such damage.

SELLERS LIABILITY

7. (a) The Seller will not accept any liability for alleged shortages in quantities delivered unless notified of the claim within 24 hours of delivery.
 - (b) The Seller accepts no responsibility for the use of the goods in unsuitable applications.
 - (c) The Seller hereby excludes all liability which might otherwise be alleged against it in respect of any loss, damage, delay or otherwise, howsoever occasioned arising from any act or omission on the part of the Seller other than negligent actions causing death or personal injury.
 - (d) The Seller expressly excludes all liability to any third party for any consequential loss or damage arising out of any agreement which the Buyer may have made.
8. Once an order for goods has been placed and accepted by the Seller the Seller shall be under no liability to accept any cancellation of the order or the return of any goods which have been incorrectly ordered or are surplus to requirements.

FAILURE TO DELIVER

9. The Seller will use its best endeavours to supply and deliver the goods to the Buyer but shall not be liable in the event of it being unable to supply the goods due to circumstances beyond its control

DATA PROTECTION

10. Both Buyer and Seller will comply with all applicable requirements of the Data Protection Legislation.
- 10.1 The parties acknowledge that the Buyer and Seller are data processors in their own right.
- 10.2 The Buyer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Seller for the duration and purposes of these Terms & Conditions .
- 10.3 The Buyer shall, in relation to any personal data processed in connection with the performance by the Seller of its obligations under this agreement:
 - 10.3.1 process that personal data only on the written instructions of the Buyer unless the Seller is required by law to otherwise process that personal data.
 - 10.3.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Buyer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - 10.3.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
 - 10.3.4 not transfer any personal data outside of the European Economic Area unless the prior written consent of the Buyer has been obtained and the following conditions are fulfilled:
 - 10.3.4.1 the Buyer or the Seller has provided appropriate safeguards in relation to the transfer;
 - 10.3.4.2 the data subject has enforceable rights and effective legal remedies;
 - 10.3.4.3 the Seller complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - 10.3.4.4 the Seller complies with reasonable instructions notified to it in advance by the Buyer with respect to the processing of the personal data;
 - 10.3.5 assist the Buyer, at the Buyer’s cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 10.3.6 notify the Buyer without undue delay on becoming aware of a personal data breach;
 - 10.3.7 at the written direction of the Buyer, delete or return personal data and copies thereof to the Buyer on termination of the agreement unless required by Applicable Law to store the personal data; and
 - 10.3.8 maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the Buyer or the Buyer’s designated auditors.
- 10.3.9 The Buyer does not consent to the Seller appointing any third party processor of personal data under this agreement.