

**NORTHSTONE (NI) LTD.**  
**TERMS AND CONDITIONS OF SALE AND DELIVERY**

1. GENERAL: In these terms and Conditions of Sale and Delivery the following definitions apply:
- "the Company" means Northstone (NI) Ltd.
  - "the Customer" means any person who enters into a contract for the purchase of materials from the Company, either on his own behalf or as agent of another.
  - "Materials" mean roof tiles, sand of all types, concrete building blocks and any other goods which the company may sell as part of its business from time to time.

These conditions of sale and delivery shall be interpreted in accordance with the laws of Northern Ireland.

- PRICES: The prices quoted are exclusive of Value Added Tax. The Company reserves the right to increase or decrease prices without notice. Prices are firm only where stated in writing together with the period of their validity. The Company reserves the right to amend or withdraw any quotation where the cost of manufacture or the availability of supplies or means of production are adversely affected by WAR, CIVIL DISTURBANCE, ACT OF GOVERNMENT, FIRE, FLOOD OR WEATHER DAMAGE, STRIKE, LOCKOUT, LABOUR DISPUTE, ACCIDENT, AN INCREASE IN COST OF LABOUR OR MATERIALS, Transport or Shortage of Materials or by any other cause outside our control.
- DELAYS: The Company will not accept any liability for loss or damage resulting, directly or indirectly from where the cost of manufacture or the availability of supplies or means of production are adversely affected by WAR, CIVIL DISTURBANCE, ACT OF GOVERNMENT, FIRE, FLOOD OR WEATHER DAMAGE, STRIKE, LOCKOUT, LABOUR DISPUTE, ACCIDENT, SICKNESS or from any other cause outside the Company's control which directly or indirectly disrupts manufacture or delivery.
- DELIVERY: The Customer shall provide adequate labour to unload the delivery vehicle on arrival at the place of delivery and shall complete the unloading within a reasonable time. Failure to do so may give rise to additional charges for standing time or return delivery. The unloading and stacking of materials shall be the responsibility of the Customer. Delivery within or around a site will only be made so far as, the delivery vehicle may safely or conveniently be driven under its own power and the Company and any haulage contractor will be indemnified by the Customer against any damage or loss whatsoever sustained in the process of delivery. Any complaints as to the quality or quantity of materials delivered or collected must be made to the Company in writing within 14 days of such delivery or collection.
- MECHANICAL OFF-LOADING: Materials may be mechanically off-loaded onto suitable hard standing as close as may be safe and convenient to any building under construction, subject to the conditions in Clause 4 of these Terms and Conditions.
- COLLECTIONS: Where the Customer provides his own transport and collects materials from the Company's premises, the Company will not be responsible for any shortages, breakage's or damage whatsoever unless notified to it before the materials leave the Company's premises.
- ACCEPTANCE: Commencement of unloading of the delivery vehicle at the place of delivery will be deemed acceptance of the materials and the Customer of an employee or an agent of the Customer will sign the delivery note as a receipt for the goods. When, on the Customer's instruction or those of his employees or agent, materials have been off-loaded on an unattended site and hence no receipt obtained, such instructions will constitute acceptance of the materials and the Customer will accept all responsibility for the materials from when they are off-loaded.
- PALLETS: Where materials are supplied on the Company's pallets a charge for each pallet will be made. The amount of this charge will be refunded upon return of pallets in good conditions

to the Company's premises. The Customer will be responsible for making pallets available at one collection point on site and will assist with loading onto the Company's vehicle.

- RETURN OF GOODS: Any goods returned to our yard will be credited at the discretion of the Company, in line with their Goods Returned Policy, and subject to a 15% handling charge.
- SHORTAGES: Claims for the shortages will not be considered after a valid receipt has been received by the Company.
- The company manufactures concrete roof tiles fully in accordance with the British & European standard BS EN 490. While every effort is made to produce a consistent product the company would point out that due to the nature of the product, and as a consequence of the manufacturing & handling processes the following surface characteristics may occur ( as recognised by BSEN 490 ) :
  - Colour variations.
  - Scratches & abrasions caused by packing, loading , transport and on site handling.
  - Efflorescence (as with any other concrete products).
  - Under the influence of natural weathering changes in colour & appearance.
  - Superficial non continuous cracking on the unexposed surfaces of the tile.In addition Climate conditions may at times cause temporary blemishes to the surface of the tile that will disappear under the influence of weathering. Over time fungi may naturally occur on concrete roof tiles. This is not a fault of the roof tile, but of fungal spores transported by the wind being deposited on the tiles. All the above do not prejudice the other quality requirements, and the performance of the product remains unaffected.
- SAMPLES: Samples are submitted as indicating only the class or type of material quoted for and no guarantee is given as to the size, colour or quality of the bulk other than that it will comply with the appropriate British Standard, where applicable.
- PART LOADS: Transport costs for all quantities of less than 1000 tiles will be charged at the rate of 1000 tiles. The delivery charge for sand is calculated by reference to units of 10 tonnes. Blocks will not be delivered in consignments of less than 500 (other than by special arrangement) and delivery charges will be calculated by reference to the number of units of 500 blocks each.
- TITLE: Title of materials supplied shall, notwithstanding delivery to the Customer, be reserved to the Company and shall not pass to the Customer until the full invoice price has been paid.
- PAYMENT TERMS: Accounts in the name of approved account holders only are payable by the Customer on or before the end of the month following the month of delivery. In any other transaction, cash must be received with orders. The Company reserves the right to refuse acceptance of any order or to determine any contract without notice in the event of a Customer's failure to meet credit terms.
- CONSEQUENTIAL LOSS: The Company's liability in respect of defective goods (including failure to comply with specification) is limited to free replacement and delivery of the materials judged, solely by the Company, to be defective.
- CONFLICTING TERMS: Any other terms or conditions which the Customer may seek to introduce (whether before or after the date of the relevant quotation) shall be of no effect unless agreed to in writing by the Company and any order from a Customer or acceptance by a Customer of his employee or agent of materials shall be deemed to be an absolute acceptance of these Terms and Conditions of Sale and Delivery.