

AGGREGATE INDUSTRIES UK LIMITED
Additional Terms and Conditions of Sale for Surfacing Solutions

1. DEFINITIONS

- 1.1. These Additional Terms and Conditions of Sale for Surfacing Solutions (“**ATCs**”) supplement Aggregate Industries’ General Terms and Conditions of Sale (“**GTCs**”).
- 1.2. Unless otherwise defined in these ATCs, any capitalised terms used in these ATCs shall be given the meaning set out in the GTCs.

2. BRITISH STANDARDS

- 2.1 Unless otherwise stated, Goods shall be supplied in compliance with the applicable BS EN 13108 standard.
- 2.1.1 Asphalt concrete shall be supplied in accordance with BS EN 13108-1:2016;
- 2.1.2 Hot rolled asphalt shall be supplied in accordance with BS EN 13108-4:2016; and
- 2.1.3 Stone mastic asphalt shall be supplied in accordance with BS EN 13108-5:2016.

3. LAYING GUIDANCE

- 3.1. To the extent that We provide You with any documents setting out guidance as to how to lay and/or maintain Goods, We shall not be liable for any Defect that arises as a result of any failure by You to lay or maintain the Goods in accordance with that guidance. Any Defect arising from Your failure to follow guidance given by Us to You shall be considered willful damage of the Goods by You for the purposes of 9.5.2 of the GTCs.

4. COLLECTION AND DELIVERY

- 4.1. Where You are collecting Goods from Us, and:
- 4.1.1. 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
- 4.1.2. You are responsible for the loading of the Goods into vehicle, collection for the purposes of clause 8.1 of the GTCs shall be complete upon the commencement of loading of the Goods into the collection vehicle.
- 4.2. Where We are delivering Goods to You, and:
- 4.2.1. 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 at the delivery location; or
- 4.2.2. 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 the delivery vehicle (which shall include but not be limited to trains, and ships) at the delivery location.

5. LABOUR AND EQUIPMENT

- 5.1. We will not lay or install any Goods or supply any equipment to lay or install the Goods as part of this Contract.

6. AGGREGATES LEVY

- 6.1. Where Goods are subject to the Aggregates Levy imposed by HM Revenue and Customs, the price of the Goods shall be inclusive of such levy.

7. ADDITIONAL CHARGES

- 7.1. 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 by Us in the Quotation, or as may be specified by Us from time to time, or 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:
- 7.1.1. 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;
- 7.1.2. You do not provide Us, or any sub-contractors, or hauliers, 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 shall not be limited to demurrage charges, tipping costs, administration costs, and additional haulage costs;
- 7.1.3. We are required to remain at the delivery location for longer than the pre-agreed length of time, in which circumstances Our costs may include but shall not be limited to demurrage charges, tipping costs, administration charges, and additional haulage charges;
- 7.1.4. 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, or in any event, before delivery; and/or
- 7.1.5. You require delivery at any time outside of Our opening hours, as displayed on the Quotation.

8. DEFECTS

- 8.1. Should You notify Us of any alleged Defect in the Goods which You state is due to Our fault, We shall be entitled to conduct testing of the Goods in accordance with the relevant BS EN standard, as applicable to the Goods, and You shall provide Us with such evidence, information, and access to the Goods as may be requested by Us.
- 8.2. 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:
- 8.2.1. Your failure to install the Goods in accordance with the relevant industry practices and industry standards, including but not limited to BS EN 594987;

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- 8.2.2. use of diesel as a release agent;
- 8.2.3. discolouration or colour fading caused by weathering or the effects of UV light;
- 8.2.4. the ground conditions onto which the Goods are to be installed not being suitable or appropriate to receive them by reference to BS EN 594987 and any applicable industry practices;
- 8.2.5. staining of, or spillage of any item on, the Goods; and/or
- 8.2.6. 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.