



# East West Engineering Services Pvt Ltd.

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## SUPPLY OF READYMIX CONCRETE - TERMS & CONDITIONS:

### A. CONCRETE STRENGTH, ETC

1. At the time of ordering the customer shall specify those properties, such as strength grade, aggregate size, and all other properties, which the concrete is required to possess. In addition to those particular properties described above, the concrete shall generally comply with the relevant Sri Lankan Standard Specifications. Compliance with any temperature limitations is excluded unless specifically agreed in writing by the supplier.

2. Unless otherwise agreed in writing the Supplier when giving any quotation or supplying any concrete shall not be taken to have approved any specification as being suitable for any particular purpose and shall not be liable for any loss or delay (or any costs associated therewith), resulting from any defects in or unsuitability of the specification.

3. Testing of concrete supplied to the customer will not necessarily be carried out, unless so ordered by the customer. When testing is so ordered the customer will pay the Supplier in accordance with the Supplier's ruling rates for the test ordered. If the result of any testing of concrete, which has been supplied by the Supplier, is to be used in any claim against the Supplier, the testing shall be performed so as to comply with the provisions of the applicable Sri Lankan Standard(s) for such tests and tested by an independent certified lab.

4. The Supplier shall not be liable for and is hereby indemnified by the customer in respect of any claims made by or through the customer or any third party which arise out of any defects, shrinkages, or other faults which may develop in the concrete and which are due to:

- (a) faulty handling, placing or curing of the concrete by the customer, or any other person.
- (b) the addition of any water or other material to the concrete either before or after discharge from the delivery unit without the written instructions of an authorised representative of the Supplier. Drivers of delivery vehicles shall not, for any purpose arising under this contract, be deemed to be representatives of the Supplier, and/or
- (c) the addition of any additives to the concrete at the request of the customer, unless an authorised representative of the Supplier confirms the request in writing.

5. Concrete contains materials of the Supplier's choice, unless otherwise stated. The strength characteristics of the concrete are those shown on the face of the delivery docket. Customers should ensure that the strength shown accords with the required specification.

6. The supplier's guarantee of the strength of the concrete (subject to Clause D2 below) ceases if the concrete is not placed on site within 90 minutes of leaving the plant or if any of the events referred to in clause 4 above shall occur. The time of leaving the plant is shown on the delivery docket.

7. Unless otherwise stated prices are based upon slumps not exceeding 120 mm. Slumps in excess of 125 mm will be charged at the Supplier's ruling rates.

8. In the event the customer requires more concrete than initially estimated, the addition order must be a minimum concrete order of 2 cubic meters any amount less than this will be subject to a Rs.6,000 (six thousand rupee) surcharge.

### B. DELIVERY

1. The Supplier shall not be liable in any manner whatsoever for delay in delivery or non delivery (or any costs associated therewith) which is attributable to transport delays, plant or equipment (includes but not limited to mixer trucks, concrete pumps etc.) breakdowns, unavailability or shortage of materials, industrial stoppages or any other cause whatsoever, which is beyond the direct control of the Supplier.

2. Delivery must be accepted by the customer and discharge completed as soon as possible after the arrival of the delivery vehicle on site. Delays or slow discharge will result in a charge for excess discharge time and will be charged at the suppliers ruling rate.

3. Delivery will only be made to the main road / entrance of the job site. If at the request of the customer the delivery vehicle enters the job area the Supplier shall not be liable for, and is hereby indemnified by the customer in respect of any claims made by or through the customer or any third party which arise out of effecting such entry or by the presence of the vehicle in the job area.

4. Returned concrete will be charged to the customer of the Supplier's ruling rates, together with any cartage costs and or dumping fees incurred by the Supplier.

5. The Supplier reserves the right to charge for concrete ordered but for which the customer is unable to accept delivery if cancellation does not occur prior to actual batching of the concrete

### C. PRICE AND PAYMENT

1. The price stated is based on current costs for administration and transport, labour materials and the Supplier may adjust the price accordingly in the event of any variation to any of these costs prior to delivery.

2. The amount charged is based on the quantities shown on the face of the delivery docket. On delivery the customer shall sign the delivery docket, and by signing the customer becomes bound by the information shown thereon and any claims in relation to the quantity delivered must be made in writing to the Supplier within 7 days of delivery.

3. (a) The customer shall pay the price to the Supplier prior to delivery. All amounts not paid within the agreed credit period shall bear interest at the overdraft rate charged by the Supplier's principal bankers. All amounts received by the Supplier will be credited first against interest.

(b) If the customer fails to make due payment or if any other dispute arises, the Supplier shall have the right at its option:  
(i) to suspend further performance of its obligations hereunder until the later of payment (plus interest as aforesaid) or settlement of the dispute, and/or  
(ii) to terminate the contract at any time, in either case without effecting any right or remedy of the Supplier whether arising before, after, or as a result of the dispute of the customer's failure to make due payment.

4. Until payment in full the Supplier retains legal and equitable title to and the customer remains bailee of the materials supplied and to the extent of the Supplier's interest, any other objects into which the materials supplied may be incorporated and any proceeds from the sale of the materials supplied or the other objects.

5. In the event of any dispute arising between the Supplier and the customer the customer shall forthwith pay to the Supplier the amount claimed by the Supplier to be held by the Supplier until the determination of the dispute.

### D. GENERAL

1. Any reference to the customer in these terms and conditions includes the employees, agents, sub-contractors, successors, assignees of, and any entity claiming through or under the customer. The actions or signatures of any person appearing to have the authority of the customer so to do shall bind the customer.

2. In the event of any material supplied by the Supplier under this contract being defective, the liability of the Supplier (if any) shall be limited to the replacement of such defective material.

All other guarantees, warranties, undertakings, or representations expressed or implied and whether arising by statute or otherwise are hereby expressly excluded (except to the extent only that such exclusion is prohibited by statute) and subject to the last mentioned exception these terms and conditions are the only terms and conditions of the contract between the Supplier and the customer.

These terms and conditions cannot be altered except in writing by the Supplier's authorised representative.

3. The Supplier shall not in any circumstances in any dispute be liable for any indirect or consequential loss or damage of any nature whatsoever.

4. A statement signed by the Supplier's authorised representative certifying the amount of any increased costs or other claim by the Supplier shall in the absence of manifest error be conclusive and binding.

5. The customer shall not be entitled to claim against the supplier in connection with any act, omission or event arising hereunder, unless the claim is made to the Supplier in writing within the time period specifically stipulated in these terms and conditions or if no such period is stated, within 10 days of the occurrence of the act omission or event giving rise to the claim.

6. Placement of any order either verbal or written based on a quotation implies acceptance of the Supplier's offer and of these conditions.

### Customer Signature & Stamp: