

CONDITIONS OF SALE

1. The Contract

(i) This quotation is given on the basis that only these Conditions of Sale (and reference to these conditions shall include any other terms and conditions agreed in writing with you) will govern any supply by us to you of the material set out overleaf to the exclusion of any other terms and conditions which you may seek to impose whether contained in an order or otherwise.

(ii) No conduct by us shall be deemed to constitute acceptance of any terms you put forward and no variation to these conditions shall be binding on us unless agreed in writing by one of our Directors.

(iii) We contract as suppliers only and shall not be bound by nor imputed with any knowledge of any contract between you and any other person.

2. Time Limit

This quotation is open for acceptance for 30 days from its date of issue and we reserve the right to reject an order received after that period or to withdraw this quotation on written notice at any time.

3. Price

(i) This quotation is based on the sale of the approximate quantity of material and the programme for delivery or collection which you have informed us that you will require.

(ii) We reserve the right to vary our prices at any time by giving you written notice of the variation, whether this be in an electronic or postal medium.

(iii) The prices in this quotation apply to the supplies within our normal working hours. Surcharges may be applied for supplies made outside these hours or for any delay through your request in off-loading the material.

Returned material will also incur return transport charges.

4. Payment

(i) Unless other payment terms are set out on the face of this quotation you will pay all sums due to us in full within the 30 days of the date of the invoice. All terms as to payment shall be of the essence of the contract.

(ii) Any credit facility we agree with you may be amended or withdrawn at any time.

(iii) Interest on overdue invoices shall accrue from day to day from the date when payment becomes due until the date of payment at a rate of 4% above the base rate from time to time in force of National Westminster Bank PLC and shall accrue at such a rate after as well as before any judgement.

5. Taxes

All direct or indirect taxes, as well as all equivalent costs or levies (with the exception of corporate income taxes) that are currently imposed or may be imposed in the future and that are related to the quarrying/extraction, the processing, the manufacturing, the sale or the delivery of products by the Company to the client (inclusive of the energy consumption tax, and generally any other charges relating to the environment in the broad sense) shall be charged to the client.

6. Delivery

(i) Any delivery times quoted are approximate only and shall not be of the essence of the contract. We shall not be liable for any loss or damage resulting from a delay in delivery to you.

(ii) You will provide and clearly indicate to the driver of the delivery vehicle a safe and proper route from the metalled highway to the point at which the material is to be discharged and shall indemnify us (both for ourselves and as agent and trustee for any other person operating any vehicle making a delivery) against damage or loss which may result from a failure to do so.

(iii) It is a condition between us that you will ensure that at the site to which the material is to be delivered there are silos or tanks in good condition and suitable for receiving material delivered by bulk pressurised powder or liquid tanker or sufficient space to allow for the safe unloading of pallets if material is delivered upon such.

(iv) Without prejudice to any rights or remedy available to us, additional charges may be made for any of the following that occur:

(a) Deliveries of less than the quoted minimum loads due to circumstances outside of our control;

(b) Deliveries which cannot be made due to unsuitable access or storage facilities;

(c) Delivery or collection out of normal weekday hours;

(d) Re-direction of deliveries, either in location or time of delivery, or cancellation by you, within 12 hours prior to the requested delivery time;

(e) Delays in unloading delivery vehicles.

7. Samples

The supply of material under these conditions shall not be deemed to be a sale by sample. Any samples of material submitted to you are intended to indicate the substance and general character of the material only and no liability is

accepted if the bulk of the material does not correspond with the sample.

8. Warranty

We warrant that the material supplied to the point of delivery or collection will be in accordance with the specification set out in this quotation. Except for this express warranty no other representation or warranty is given by us as to the suitability or fitness of the material for any particular purpose and it is incumbent on you to satisfy yourself that the material will be fit for the particular purpose you require. All other conditions warranties or other undertakings concerned with the condition or quality of the material whether express or implied by statute common law usage or otherwise are excluded.

9. Liability

Although we will endeavour in good faith to supply material in accordance with the specification set out in this quotation if any material is supplied which is shown not to be in accordance with the specification our liability shall be limited to the direct costs only of the remedying of any defect or where necessary the replacement of the material and we shall not be liable for any other loss or damage including but not limited to any loss of profit, loss of future business, damage to your reputation, damages for or the costs of delay, damages costs or expenses payable by you to any third party or any other indirect or consequential loss or damage however it arises.

10. Retention of Title

(i) All material delivered to you shall remain our property until you have paid for it in full. Until that time you will hold the material as bailee and store it in such a way that it can be identified as our property and will keep it separate from your own property and that of any other person.

(ii) Although the goods remain our property until paid for in full, they shall be at your risk from the time of delivery and you shall insure them against loss or damage accordingly and in the event of such loss or damage shall hold the proceeds of such insurance on behalf of us as trustee for us.

(iii) Your right to possession of the goods shall cease if:

(a) You have not paid for the goods in full by the expiry of any credit period allowed for in these conditions;

(b) You are declared bankrupt or made any proposal to your creditors for a composition or any other voluntary arrangement; or

(c) A receiver, liquidator or administrator is appointed in respect of your business.

On cessation of your right to possession of the goods in accordance with this clause you shall at your own expense make the goods available to us and allow us to repossess them.

(iv) You hereby grant us, our agents and employees an irrevocable licence to enter any premises where the goods are stored in order to repossess them or inspect them at any time.

11. Variation

Where we comply with a request from you or from a person reasonably believed by us to be acting on your behalf for a variation in the specification of a delivery you will accept any consequential variation in the properties and/or the constituents of that delivery.

12. Claims

(i) Where you claim an alleged failure of the material to correspond with the specification or any variation of it which may have been agreed then:

(a) Immediately after the time when such failure is first suspected you will send to us written notice of the claim including the reasons for suspecting a failure and the precise position in which the material in question was placed;

(b) Any such notice shall in any event be given within forty days after the delivery of the material in question or within any reasonable longer period which you may show to be necessary due to circumstances beyond your control.

(c) You will give us all the facilities which we may reasonably require to check any assessments made or to be made.

(d) Upon our request you will permit us to carry out our own assessments and in particular (subject to our doing so as quickly as is reasonably practicable) to inspect to sample and to test the material in question in situ and to investigate and to advise on any remedial action.

Where you do not act in accordance with this clause any claim or right in respect of any failure to reach the specification shall be deemed to have been waived and to be absolutely barred. Where you do not act in accordance with this clause liability in respect of any failure shall be limited as set out in clause 9 above.

(ii) Any claim that the correct quantity of material has not been delivered must be made within 3 days of the delivery and confirmed in writing within fourteen days.

13. Termination

Each delivery of material may be invoiced separately and shall be paid for in full in accordance with condition 4(i). We may without prejudice to our rights refuse to effect any further deliveries in the event that:

(a) You fail to pay any invoice in accordance with these conditions

Or :

(b) If you should go into either voluntary or compulsory liquidation or are made bankrupt or shall enter any composition or voluntary agreement with your creditors or shall suffer any distress or execution to be levied on your goods.

14. Privacy

In the context of the sales and transactions covered by the present general sales conditions, the Company will deal with information about the client or the client's representatives and members of the client's staff (if the client is a legal person) constituting "personal data" as a data controller for the purpose of making the sales and intended transactions.

If the client is a natural person, the client will find more information about how the Company processes the client's personal data in this context as well as about the client's rights (including the right of access, rectification, opposition to the treatment for the purposes of prospecting and, in certain circumstances, a right to erasure, limitation of treatment, portability of data and a right to oppose other forms of treatment) and the obligations of the Company in this respect in our Privacy Policy available on our website <https://www.lhoist.com/lhoist-privacy-policy> and which forms an integral part of these general sales conditions.

If the client is a legal person, given the fact that the Company is not necessarily able to inform the client's representatives and staff with whom the Company does not have a direct relationship, the Company herein delegates to the client the obligation (and, by accepting these general sales conditions, the client agrees) to ensure that the client's representatives and staff members are adequately informed in accordance with applicable data protection legislation that personal data about them may be disclosed, used and processed by the Company in accordance with these general sales conditions and, where applicable, have validly consented thereto. To this end, the client undertakes to communicate to the persons concerned a copy of our Privacy Policy as referred to here above and which forms an integral part of these general sales conditions.

15. Set Off

We shall be entitled to deduct from or set off against any monies lawfully due or becoming due to you from us or from any of our subsidiary or associated companies any monies which are due or become due to us from you or any of your subsidiary or associated companies.

16. Force Majeure

In the event of our inability to deliver material due to any Act of God, force majeure, riot, civil commotion, government order or legislation, fire, accident, strike, industrial action short of a strike, lock out, adverse weather conditions, delays to our transport, breakdown of plant or machinery, non-availability of materials or due to any other matter over which we have no control we shall notify you and may suspend deliveries under this contract and shall not be liable for any loss or damage suffered as a result of any failure to deliver or delay in delivery.

17. General

(i) Failure by us to enforce or partially enforce any provision of the Contract will not be construed as a waiver of any of our rights under the Contract.

(ii) We may assign, licence or sub-contract all or any part of our rights or obligations under the Contract without your consent.

(iii) The Contract is personal to you and you may not assign, licence or subcontract all or any of your rights or obligations under the Contract without our prior written consent.

(iv) The parties to the Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

(v) Our rights contained in Condition 10 shall continue beyond the discharge of our primary obligations under the Contract consequent upon its termination.

(vi) The termination of the Contract howsoever arising shall be without prejudice to the rights and duties of either party accrued prior to termination.