

TERMS AND CONDITIONS OF SALE

In these Conditions:

“Company” means CES Quarry Products Limited whose registered office is Doran’s Rock, 124 Crossgar Road, Saintfield, Ballynahinch County Down, BT24 7JQ and their trading businesses Urban Quarry Outlet and Big Horizon.

“goods” mean the goods to be supplied by us.

1. THESE TERMS MAY HAVE CHANGED SINCE YOU LAST REVIEWED THEM

Please read these terms and conditions carefully as they may have changed.

2. WHERE TO FIND INFORMATION ABOUT US AND OUR PRODUCTS

You can find everything you need to know about us, the Company and our products on our website, in our catalogue or from our sales staff before you order. We also confirm the key information to you in writing after you order, either by email, in your online account or on paper.

3. WE DON'T GIVE BUSINESS CUSTOMERS ALL THE SAME RIGHTS AS CONSUMERS

For example, business customers can't cancel their orders, they have different rights where there is a problem with a product and we don't compensate them in the same way for losses caused by us or our products. Where a term applies just to businesses or just to consumers, this is clearly stated. You are a business customer if you are buying products wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.

4. WHEN YOU BUY FROM US YOU ARE AGREEING THAT:

4.1. IF YOU ARE A BUSINESS CUSTOMER THIS IS OUR ENTIRE AGREEMENT WITH YOU

If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

4.2. WE ONLY ACCEPT ORDERS WHEN WE'VE CHECKED THEM

We accept it when we dispatch or supply the product and confirm dispatch or supply to you.

4.3. SOMETIMES WE REJECT ORDERS

Sometimes we reject orders, for example, because a product is unexpectedly out of stock, because you are located outside our delivery areas, as stated on our website and in our marketing or because the product was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

4.4. WE CHARGE YOU IN LINE WITH YOUR ACCOUNT AND PRIOR TO DISPATCH (CASH SALE CUSTOMERS)

All account customers are required to pay their account at the end of each calendar month in line with the terms of your account. All Cash sales customers are required to pay all outstanding balances prior to dispatch. Late payments will incur Interest at 8% above the Bank of England base rate, prevailing from time to time, until the date of payment after as well as before judgement.

The Company reserve the right to withhold deliveries if payments are outstanding and reserve the right to withdraw or alter credit limits without notice.

4.5. Our position on prices and quotes

All quotes are held for a period of 7 days, after which the Company reserves the right to reprice or amend the quote where it deems necessary. Live prices are applied to each individual site but are subject to change depending on market variations. The Company will endeavour to advise customers of these changes in a timely fashion but this may not always be the case.

4.6. IF YOU ARE A BUSINESS CUSTOMER YOU HAVE NO SET-OFF RIGHTS

If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

4.7. WE PASS ON INCREASES IN VAT

If the rate of VAT changes between your order date and the date we supply the product, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

4.8. DELIVERY

All goods ordered will be delivered to the best of our ability at the time requested. Delivery dates are given in good faith but are estimated only and time for delivery shall not be of the essence. The Company is not liable for any late deliveries for any reason and any penalties/costs that may arise or flow as a result of late deliveries. The Company shall not be obligated to deliver the goods to the address if the Company, their employs or agents consider that means of access of is unacceptable, dangerous or may cause damage to the goods, the property of

the Company or any third party and you shall indemnify the Company against all costs, claims, losses or expenses the Company may incur as a result of delivery in accordance with your instructions.

4.9. **PRODUCTS CAN VARY SLIGHTLY FROM THEIR PICTURES**

A product's true colour may not exactly match that shown on your device or in our marketing or its packaging may be slightly different.

4.10. **YOU'RE RESPONSIBLE FOR MAKING SURE YOUR MEASUREMENTS ARE ACCURATE**

If we're making or supplying the product to measurements you provide, you're responsible for making sure those measurements are correct.

4.11. **WE CHARGE YOU IF YOU DON'T GIVE US INFORMATION WE NEED OR DO PREPARATORY WORK AS AGREED WITH US**

We charge you additional sums if you don't give us information we've asked for about how we can access your property for delivery etc, as agreed with us. For example, we might need to re-deliver on another vehicle, with extra manpower, or reschedule.

5. **TITLE AND RISK**

5.1. Risk in the goods shall pass to you when the goods are delivered

5.2. Ownership of the goods shall remain with the Company until all sums due by you to the Company whether in respect of this contract or otherwise have been paid in full

5.3. The goods shall be stored separately from any other goods and you shall not interfere with any identification marks, labels, batch numbers or serial numbers on the goods.

5.4. The Company agrees that you may use, or agree to sell the Goods as principal and not as agents in the ordinary course of your business subject to the express condition that at our direction, the entire proceeds of any sale or insurance proceeds received in respect of the goods are held in trust for the Company and not mixed with any other monies, or paid into an overdrawn bank account and, it shall, at all times, be identifiable as our money.

5.5. The Company shall be entitled, at any time, to recover any or all of the goods in your possession to which the Company have title and for that purpose, the Company, our employees or agents may, with such transport as is necessary, enter upon any premises occupied by you, or to which you have access and where the Goods may be, or are believed to be, situated

6. **IF YOU ARE A CONSUMER AND YOU BOUGHT ONLINE, BY MAIL ORDER, OVER THE TELEPHONE OR ON YOUR DOORSTEP, YOU HAVE A LEGAL RIGHT TO CHANGE YOUR MIND.**

6.1. **Your legal right to change your mind.** For most of our products bought online, by mail order, over the telephone or on your doorstep, you have a legal right to change your mind about your purchase and receive a refund of what you paid for it, including the delivery costs. This is subject to some conditions, including a maximum period of 14 days to change your mind, and you will be responsible for the cost to return goods

6.2. **When you can't change your mind.** You can't change your mind about an order for:

- a) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- b) goods that are made to your specifications or are clearly personalised; and
- c) goods which become mixed inseparably with other items after their delivery.

6.3. **The deadline for changing your mind.** If you change your mind about a product you must let us know no later than 14 days after the day we deliver your product. If the goods are for regular delivery (for example, a subscription), you can only change your mind after the first delivery. If the goods are split into several deliveries over different days, the period runs from the day after the last delivery.

6.4. **How to let us know.** To let us know you want to change your mind, contact our Customer Service Team by emailing accounts@cesquarryproducts.com or calling us on 02897519494.

6.5. **You have to return the product at your own cost.** If your product is goods, you have to return it (and any free gifts provided with it) to us within 14 days of your telling us you have changed your mind. Returns are at your own cost. You can:

- a) bring the product to one of our stores. (You will need your email receipt and the card you paid with.)
- b) send the product back to us, using an established delivery service.

Note the Company will only accept returns of goods when intact and able to be resold. The Company is not liable to accept returned goods purchased erroneously by the customer.

6.6. **We only refund standard delivery costs.** We don't refund any extra you have paid for express delivery or delivery at a particular time.

6.7. **When and how we refund you.** If your product is goods that haven't been delivered or that we're collecting from you, we refund you as soon as possible and within 14 days of you telling us you've changed your mind. If your product is goods that you're sending back to us, we refund you within 14 days of receiving them back from you. We refund you by the method you used for payment. We don't charge a fee for the refund.

7. YOU CAN END AN ON-GOING CONTRACT (FIND OUT HOW)

We tell you when and how you can end an on-going contract with us (for example, for regular services or a subscription for goods) during the order process and we confirm this information to you in writing after we've accepted your order. If you have any questions, please contact our Customer Service Team by emailing accounts@cesquarryproducts.com or calling us on 02897519494.

8. YOU HAVE RIGHTS IF THERE IS SOMETHING WRONG WITH YOUR PRODUCT

- 8.1. **Return the product to us.** If you think there is something wrong with your product, you must either bring it into one of our stores or contact our Customer Service Team by emailing accounts@cesquarryproducts.com or calling us on 02897519494. **Any quality complaints regarding the Company's manufactured products must be communicated to the Company in a timely fashion.**
- 8.2. **Your rights and remedies if you are a consumer.** We honour our legal duty to provide you with products that are as described to you on our website and that meet all the requirements imposed by law. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk.

Summary of your key legal rights

If your product is **goods**, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

Up to 30 days: if your goods are faulty, then you can get a refund.

Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

- 8.3. **Your rights if you are a business.** We warrant that on delivery any products which are goods shall:
- conform in all material respects with their description and any relevant specification;
 - be free from material defects in design, material and workmanship;
 - be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - be fit for any purpose held out by us.
- 8.4. **Your remedies if you are a business.** Unless an exception applies (see *Exceptions to business customers' warranty*) if:
- you give us notice in writing during the warranty period within a reasonable time of discovery that a product does not comply with the business customer warranty (see *Your rights if you are a business*);
 - we are given a reasonable opportunity of examining such product; and
 - you return such product to us at our cost,

we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full and this will be your only remedy for breach of the warranty. These terms shall apply to any repaired or replacement products supplied by us.

- 8.5. **Exceptions to business customers' warranty.** We will not be liable for a product's failure to comply with the business customer warranty (see *Your rights if you are a business*) if:
- you make any further use of such product after telling us it is non-compliant;
 - the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
 - the defect arises because we followed any drawing, design or specification supplied by you;
 - you alter or repair the product without our written consent; or
 - the defect arises because of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
 - the defect is a manufacturer defect on a product supplied by the Company as a third-party supplier.

9. WE CAN CHANGE PRODUCTS AND THESE TERMS

- 9.1. **Changes we can always make.** We can always change a product:
- to reflect changes in relevant laws and regulatory requirements;
 - to make minor technical adjustments and improvements, for example to address a security threat. These are changes that don't affect your use of the product ; and
 - to update digital content, provided that the digital content always matches the description of it that we provided to you before you bought it. We might ask you to install these updates.

10. **WE CAN SUSPEND SUPPLY (AND YOU HAVE RIGHTS IF WE DO)**

10.1. **We can suspend the supply of a product.** We do this to:

- a) deal with technical problems or make minor technical changes;
- b) update the product to reflect changes in relevant laws and regulatory requirements; or
- c) make changes to the product.

10.2. **We let you know, may adjust the price and may allow you to terminate.** We contact you in advance to tell you we're suspending supply, unless the problem is urgent or an emergency. If we suspend the product, we will adjust the price so you don't pay for it while its suspended. If we suspend supply, or tell you we're going to suspend supply, you can contact our Customer Service Team by emailing accounts@cesquarryproducts.com or calling us on 02897519494 to end the contract and we'll refund any sums you've paid in advance for products you won't receive.

11. **WE CAN WITHDRAW PRODUCTS**

We can stop providing a product, such as an ongoing service or a subscription for goods. We let you know at least in advance and we refund any sums you've paid in advance for products which won't be provided.

12. **WE CAN END OUR CONTRACT WITH YOU**

We can end our contract with you for a product and claim any compensation due to us if:

- a) you don't make any payment to us when it's due;
- b) you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the product, for example, delivery information etc;
- c) you don't, within a reasonable time, either allow us to deliver the product to you or collect it from us.

13. **WE DON'T COMPENSATE YOU FOR ALL LOSSES CAUSED BY US OR OUR PRODUCTS**

13.1. **Our liability to consumers.** We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- a) **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- b) **Caused by a delaying in delivery, or arises as a result of a delayed delivery.**
- c) **Due to a manufacturer defect on goods supplied by the Company as a third party supplier** and our liability is will be limited to such rights against the manufacturer or third party as the Company may have in respect of those goods.
- d) **Avoidable.** Something you could have avoided by taking reasonable action.
- e) **A business loss.** Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in *Our liability to businesses*.

Our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for products under such contract.

14. **Our liability to businesses.** If you're a business, then, except in respect of the losses described in *Losses we never limit or exclude*:

- a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for products under such contract.

15. **Losses we never limit or exclude.** Nothing in these terms shall limit or exclude our liability for death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable), fraud or fraudulent misrepresentation or any matter in respect of which it would be unlawful for us to exclude or restrict liability.

16. **No implied terms about goods.** Except to the extent expressly stated in *Your rights if you are a business*, we exclude all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982.

17. **WE USE YOUR PERSONAL DATA AS SET OUT IN OUR PRIVACY NOTICE**

How we use any personal data you give us is set out in our Privacy Notice which can be found on our website.

18. **YOU HAVE SEVERAL OPTIONS FOR RESOLVING DISPUTES WITH US**

- 18.1. **Our complaints policy.** Our Customer Service Team (accounts@cesquarryproducts.com or calling us on 02897519494) will do their best to resolve any problems you have with us or our products as per our Complaints policy found on our website
- 18.2. **Resolving disputes without going to court (consumers only).** Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. Please ask our Customer Service Team for further information if required.
- 18.3. **You can go to court.** These terms are governed by Northern Irish law. If you are a consumer then, wherever you live, you can bring claims against us in the Northern Irish courts and if you live in England, Wales or Scotland, you can also bring claims against us in the courts of the country you live in. If you are a consumer we can claim against you in the courts of the country you live in. If you are a business you irrevocably agree to submit all disputes arising out of or in connection with our contract with you to the exclusive jurisdiction of the Northern Ireland courts.

19. **OTHER IMPORTANT TERMS APPLY TO OUR CONTRACT**

- 19.1. **We can transfer our contract with you, so that a different organisation is responsible for supplying your product.** We'll tell you in writing if this happens and if you are a consumer we'll ensure that the transfer won't affect your rights under the contract. If you're a consumer and you're unhappy with the transfer you can contact our Customer Service Team by emailing accounts@cesquarryproducts.com or calling us on 02897519494 to end the contract within 14 days of us telling you about it and we will refund you any payments you've made in advance for products not provided.
- 19.2. **Nobody else has any rights under this contract.** This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
- 19.3. **If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 19.4. **Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.