

21/02/2019

To all our valued customers,

We are asked quite frequently the dimensions/weights of the vehicles, please find below a guide.

Vehicle	Gross vehicle weight	Width	Access	Load max weight
6 wheeler grab reach 5m	26 tonne	3200mm	9.5 ft 17 ft H	14 tonne
8 wheelers	32 tonne	3200mm	9.5 feet 20 ft H	20/21 tonnes
Artic	44 tonne	3300mm		28/30 tonnes

An 8 wheeler is equivalent of **11 oily elephants**, if you feel this is going to sink, stain or damage existing groundworks or landscaping then we can deliver in bags or on our small van.

- If a vehicle is unable to deliver due to inadequate access, overhead cables, existing surfaces, un-notified site closure, health and safety, weight/width restrictions then the returned load will be charged at £6.00 per mile to the quarry to cover the haulier costs or £3/mile redirection charge. Site waiting times after ½ hour for grab wagon are £60/hour, or £60/hour from arrival on an 8 wheeler.
- Please ensure that your clients, banksman & project managers are aware of our delivery (POD) **disclaimers and terms** prior to deliveries. Drivers will **not** be held responsible for **any** damage incurred accessing or leaving a project/site. Refusal to sign will result in the load being returned.

To *prevent additional costs* please ensure that your sites and entrances can accommodate the vehicle weight, tipping heights and width of vehicle that you order.

Please be assured that we aim to align ourselves to meet the needs of your company and customers.

Should you wish to discuss the services we offer or would like to make any suggestions or have any further questions, then please do not hesitate to contact me, my mobile is 07770 48 43 48.

Yours Sincerely

Loweroak

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Please ensure you read: A summary of the Terms and conditions and Delivery (full policy below)

D. J. L Haulage/ Loweroak Delivery Policy Summary Delivery Deliveries are made using large vehicles and it is the customer's responsibility to inform the company if there may be an access problem, we aim to deliver as best we can but need your help!

Delivery times

The company will make every effort to deliver on the agreed date, but if for any reason the company is unable to deliver then no liability whether in damages or otherwise for delay of whole or any part of the goods ordered arising from any cause whatsoever. (see our full terms and conditions) Delivery by the company shall be conditional upon access free from encumbrances and good roads being available to the delivery vehicles to the place of delivery. If a morning or afternoon payment is made and we are unable to meet this, the full refund for the timed delivery will be made to the buyer.

PAYMENT

Cash sale: Empty tonnage rates under 20 tonnes @£15/tonne plus vat. Failed delivery rates £150 within a radius of 20 miles of quarry and £3/mile in addition thereafter.

Refund, we charge administration on restock and refunding at a cost of £2.50 per transaction, deducted from the refund amount. Company cash sales incur a 2% card transaction fee. Personal debit cards are free of transaction charges. Invoices on request £1.50

The company will not accept any liability for damages to property caused during delivery. If the vehicle needs to reverse a banksman should be made available by the customer, or the load will be returned and additional delivery charges will be incurred. If the company, or its agent cannot gain access to the delivery address then additional costs may be incurred. The company may confirm the outcome by e-mail. In such cases that delivery, in the opinion of the company is not possible, then the company reserves the right to cancel the order. This above action must be completed before 2.00 pm on the day prior to delivery.

Delivery vehicles need enough height to tip and it must be emphasized that the delivery vehicle must be able to park in an area where the delivery is to be made. The customer, or somebody appointed by the customer, should be at the delivery point to accept the delivery.

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Dear Customer The product that you have chosen seems difficult to deliver onto your site. The driver will (at your risk) endeavour to carefully manoeuvre the vehicle to your required location but cannot accept liability for damage to the product or property that is caused as a result of this awkward delivery.

Therefore a) moveable obstacles should be moved prior

I understand that I am responsible for any damage caused during delivery and am aware of the company delivery policy:

.....Name.....date.....

... . Vehicle Reg: Driver Name: Time:

Terms and conditions Full Terms and conditions

1. INTERPRETATION 1.1 "Seller" means Loweroak Ltd, www.order.loweroak.co.uk, www.loweroak.co.uk; "Buyer" means the purchaser of the goods from the Seller; "Goods" means the products, including such related services as may be agreed such as delivery, storage etc., being purchased by the Buyer from the Seller, notwithstanding that the related services may not be performed by the Seller personally.

1.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and Seller.

1.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of any such representations which are not so confirmed.

2. PRICE OF GOODS 2.1 Unless expressly stated or agreed otherwise, prices do not include value added tax, other taxes, import or export duties, or other impositions of any nature whatsoever. Any taxes, import or export duties or other impositions which the Seller may be required to pay under any existing or future laws upon or in respect of the sale, purchase, storage, delivery or transportation of the Goods shall be for the account of the Buyer. The Buyer shall pay the amount of such tax, duty or imposition to the Seller together with the price.

2.2 The price shall be paid in Sterling or such other currency as may be agreed between Seller and Buyer.

3. PAYMENT

Cash sale: Empty tonnage rates under 20 tonnes @£15/tonne plus vat. Failed delivery rates £150 within a radius of 20 miles of quarry and £1.50/mile in addition thereafter. Decorative aggregates and non- construction site aggregates are sold per Bagging Bucket 0.6m³. (weights vary dependant on the density of the material 750-1100 kg)

Refund, we charge administration on restock and refunding at a cost of £2.50 per transaction, deducted from the refund amount. Company cash sales incur a 2% card transaction fee. Personal debit cards are free of transaction charges.

3.1 Payment will be affected without any deduction or set-off and regardless of any claim the Buyer may have against the Seller and regardless of any dispute between the parties.

3.2 If the Buyer fails to pay the price of the goods when due, then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

3.2.1 cancel the contract or suspend the any further deliveries to the Buyer;

3.2.2 demand immediate payment of any amount unpaid under any contract between the Seller and the Buyer; 3.2.3 Charge the Buyer interest (both before and after any judgement)

3.3 The Seller shall be entitled to charge the Buyer for all costs incidental to the collection of any sums not yet paid and the interest payable.

4. DELIVERY 4.1 Any dates quoted for delivery of the goods are approximate only and the Seller shall not be liable for any delay in delivery of the goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer. 4.2 Unless agreed otherwise the Goods shall be dispatched by the Seller by such means of transport and in such way as shall be deemed by the Seller to be suitable.

5. RETENTION OF TITLE

5.1 Notwithstanding delivery and the passing of risk of the Goods, or any other provisions of these Conditions, the property in the goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

5.2 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's agent and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall be accountable to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and in the case of tangible proceeds, properly stored, protected and insured.

5.3 Until such time as the property in the Goods passes to the Buyer (and provided the goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

6. CLAIMS 6.1 The Buyer shall inspect the Goods delivered by the Seller immediately after receipt. 6.2 Claims concerning the quality or quantity of the Goods delivered by the Seller shall immediately, but at the latest 7 days from the moment the Goods are available for inspection and in any event before such Goods are consumed or commingled by the Buyer, be lodged with the Seller by registered or recorded mail, failing which any claim in this respect shall cease to exist. Full particulars accompanied by an original report made by a recognised independent surveyor or analysis company shall be promptly, at the latest 15 days after the date of lodging the claim with the Seller, submitted to the Seller by registered or recorded mail, failing which any claim in this respect shall cease to exist.

6.3 In case of a claim the Buyer shall give due opportunity to the Seller and/or a surveyor or analysis company appointed by the Seller to investigate the Goods in dispute. The Buyer shall forward to the Seller without delay samples of the Goods in dispute.

6.4 Where any valid claim in respect of any of the Goods which is based on any default in the quality or quantity of the Goods is notified to the Seller in accordance with these conditions, the Seller and the Buyer shall agree an amount to be paid by the Seller to the Buyer in settlement of the Buyer's claim.

7. LIABILITY 7.1 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any

implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer.

8. INSOLVENCY 8.1 This clause applies if: 8.1.1 The Buyer becomes apparently insolvent, makes any voluntary arrangement with its creditors, becomes bankrupt or subject to an administration order or (being a company) goes into liquidation (other than for the purposes of amalgamation or reconstruction); or 8.1.2 any secured creditor or other claimant, takes possession of, or a receiver is appointed to, any of the property or assets of the Buyer; or 8.1.3 the Buyer ceases, or threatens to cease, to carry on business; or 8.1.4 the Seller reasonably believes that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly. 8.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

9. FORCE MAJEURE 9.1 Should any circumstances arise which prevent the complete or partial fulfilment by either party of its respective obligations under the Contract, namely: fire, strikes, wars, riots, loss or destruction of the material, acts of elements, military operations of any character, blockades, embargoes, accidents, restrictions imposed by government authorities, failure of the Seller's supplier to make delivery to the Seller or any other circumstances beyond the parties' control, the time stipulated for the fulfilment of the Contract shall be extended for a period equal to that during which time such circumstances remain in force. Should these circumstances remain in force for more than three months, either party shall have the right to renounce any further fulfilment of the obligations under the Contract. In this case neither party shall have the right to make a claim for damages from the other. Any party claiming force majeure shall immediately advise the other in writing of the beginning and cessation of circumstances preventing the execution of its obligations.

10. APPLICABLE LAW AND DISPUTES 10.1 Any disputes arising under or in connection with these Conditions or the Sale of the Goods shall be referred to arbitration by a single arbitrator in London appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the London Chamber of Commerce. 10.2 The Contract shall be governed and construed in accordance with English law.

11. GENERAL 11.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered address or principal place of business or such other address as may at the relevant time