VWJ EARTHMOVING LTD.

TOPSOIL • AGGREGATES • TIPPER & GRAB HIRE

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TERMS & CONDITIONS OF SALE AND SUPPLY

Business-to-Business Terms - August 2026

1. APPLICATION OF THESE TERMS

1.1 These Terms & Conditions apply to all quotations, orders, sales and supplies of goods and/or services by VWJ Earthmoving Limited ("VWJ") to a customer acting in the course of business ("Customer"), unless VWJ expressly agrees otherwise in writing.

1.2 These Terms apply to the exclusion of any terms which the Customer seeks to impose or incorporate, except to the extent expressly accepted by VWJ in writing.

1.3 By placing an order, accepting a quotation, opening a credit account, accepting delivery, collecting goods or otherwise instructing VWJ to provide goods or services, the Customer agrees to these Terms.

1.4 The Customer is responsible for ensuring that any person placing orders or giving instructions on its behalf is authorised to do so.

2. QUOTATIONS, ORDERS AND PURCHASE ORDERS

2.1 Quotations are invitations to place an order and may be withdrawn or revised before acceptance. A quotation is valid for the period stated on the quotation. Where no validity period is stated, VWJ reserves the right to revise the quotation prior to accepting an order where there has been a change in material, fuel, haulage, disposal or other relevant costs.

2.2 Orders may be accepted verbally, by telephone, email, purchase order or other method accepted by VWJ. VWJ may require written confirmation.

2.3 Where the Customer has stated that a purchase order is required, the Customer must provide a valid purchase order number before supply where requested. Failure by the Customer to operate its own purchase order procedure does not of itself invalidate an otherwise authorised order.

2.4 Quantities, specifications, delivery locations, collection points and other order details are the Customer's responsibility and must be checked when ordering.

2.5 VWJ may refuse, suspend or cancel an order where reasonably necessary, including for credit, safety, availability, legal or operational reasons.

3. PRICES

3.1 Prices are exclusive of VAT unless expressly stated otherwise.

3.2 Prices are based on the information available when quoted, including material, haulage, fuel, disposal, site and journey requirements.

3.3 Where fuel, quarry, disposal, haulage, tax, levy or other material costs change after quotation but before an order is accepted, VWJ may revise its price accordingly. After an order has been accepted, any fuel escalator or other price adjustment will apply where agreed with the Customer.

3.4 Additional charges may be made for waiting time, aborted journeys, redirection, additional mileage, reloading, return of material, difficult access, out-of-hours work or other additional work caused by circumstances outside VWJ's reasonable control or by inaccurate/incomplete information supplied by the Customer.

4. DELIVERY, COLLECTION AND SITE ACCESS

4.1 Delivery and collection times are estimates unless VWJ expressly agrees a fixed time in writing. VWJ is not liable for reasonable delays caused by traffic, queues, weather, breakdown, site conditions, quarry/tip delays or other circumstances outside its reasonable control.

4.2 The Customer must provide safe, suitable and lawful access for the vehicle and adequate space for manoeuvring, tipping, loading and leaving the site.

4.3 The Customer must disclose before dispatch any restricted access, weak surfaces, overhead cables, trees, gates, walls, underground services, gradients, soft ground, weight restrictions or other hazards.

4.4 VWJ's driver may refuse to enter, tip, load or proceed where the driver reasonably considers the operation unsafe or likely to cause damage or breach legal requirements. Any resulting aborted-load, waiting or additional haulage charge may be charged to the Customer.

4.5 Where the Customer or its representative directs where a vehicle is to travel, tip or load, the Customer is responsible for ensuring that the instructed location is safe and suitable.

4.6 VWJ is not responsible for damage to driveways, paving, kerbs, verges, drains, manholes, underground services or other surfaces/infrastructure caused by the weight or normal operation of a heavy goods vehicle where the Customer has requested or permitted access, except to the extent caused by VWJ's negligence.

5. QUANTITIES, WEIGHTS, TICKETS AND MATERIAL

5.1 Quantities and weights recorded on VWJ, quarry, weighbridge, disposal-site, subcontractor or delivery/collection tickets will be treated as evidence of the quantity supplied or removed unless there is a manifest error.

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5.2 The Customer must raise any apparent discrepancy in quantity, material or ticket details promptly and, where reasonably possible, before the material is used, moved, mixed or otherwise altered.

5.3 Natural and recycled aggregates, soils, planings and similar materials may vary in colour, appearance, moisture content and composition within the relevant specification or description.

5.4 Where goods are supplied to a stated specification, VWJ will use reasonable care to supply goods meeting that specification. Where the Customer has specified a particular material or specification, the Customer is responsible for ensuring it is suitable for its intended use.

6. MUCK-AWAY, WASTE AND MATERIAL REMOVAL

6.1 The Customer must accurately describe material offered for removal and disclose any contamination, hazardous material, asbestos, liquids, prohibited waste or other characteristics relevant to lawful carriage or disposal.

6.2 VWJ may refuse material which does not correspond with the description given or which cannot lawfully or safely be carried, accepted or disposed of at the intended facility.

6.3 Any additional disposal, testing, haulage, waiting, rejection or return costs arising because material was incorrectly described or contains undisclosed contamination may be charged to the Customer.

6.4 Nothing in these Terms transfers to VWJ any statutory duty which the law requires the Customer or waste producer to retain.

7. PAYMENT AND CREDIT

7.1 Unless otherwise agreed in writing, payment on an approved credit account is due 30 days from the date of delivery/removal.

7.2 VWJ may set, reduce, withdraw or suspend a credit limit at any time and may require payment in advance for further supplies.

7.3 The Customer must pay invoices in full without deduction, set-off or counterclaim except where required by law or expressly agreed by VWJ.

7.4 Interest will be charged on overdue accounts at 15% per annum from the due date until payment in full.

7.5 VWJ may also seek any fixed compensation, reasonable recovery costs or other sums to which it is entitled by law, to the extent legally recoverable and not inconsistent with the contractual interest remedy.

7.6 If an invoice is genuinely disputed, the Customer must notify VWJ promptly, identifying the invoice and giving reasonable details of the dispute. Undisputed amounts remain payable when due.

7.7 VWJ may suspend further deliveries, collections or services while sums are overdue.

8. TITLE AND RISK

8.1 Risk in goods passes to the Customer on delivery or, for collected goods, when the goods are loaded onto the Customer's or its carrier's vehicle.

8.2 Title to goods supplied by VWJ does not pass until VWJ has received payment in full for those goods and all other sums then due from the Customer to VWJ.

8.3 Until title passes, the Customer must, so far as reasonably practicable, keep identifiable goods in satisfactory condition and not deliberately dispose of them other than in the ordinary course of business.

8.4 Where goods have been incorporated, mixed, consumed or resold so that recovery is no longer reasonably practicable, VWJ's rights will be subject to applicable law.

9. CANCELLATION, RETURNS AND ABORTED WORK

9.1 Cancellation or amendment of an accepted order is subject to VWJ's agreement.

9.2 VWJ may charge costs reasonably incurred as a result of late cancellation or amendment, including material, haulage, disposal, driver, subcontractor, waiting and aborted-journey costs.

9.3 Goods delivered in accordance with an order are not returnable merely because the Customer has changed its requirements. Any agreed return is subject to VWJ's approval and may incur haulage, handling, disposal or restocking charges.

10. LIABILITY

10.1 Nothing in these Terms excludes or limits liability where it would be unlawful to do so, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

10.2 Subject to clause 10.1, VWJ is not liable for indirect or consequential loss, loss of profit, loss of business, loss of contract or loss of anticipated savings.

10.3 Subject to clause 10.1, VWJ's aggregate liability arising from a particular order shall, so far as legally permissible and reasonable in the circumstances, be limited to the price paid or payable to VWJ for the goods or services giving rise to the claim.

10.4 The Customer must take reasonable steps to mitigate any loss.

11. PERSONAL GUARANTEE

11.1 Where a director, proprietor, partner or other individual signs a separate Personal Guarantee & Indemnity, that guarantee is additional to the Customer's obligations and is governed by its own wording.

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11.2 Signing a credit application on behalf of a limited company does not of itself create a personal guarantee unless the individual separately signs the Personal Guarantee & Indemnity section in their personal capacity.

12. TERMINATION AND INSOLVENCY

12.1 VWJ may suspend supply, withdraw credit or terminate outstanding orders if the Customer fails to pay sums when due, materially breaches these Terms, becomes insolvent, enters administration or liquidation, proposes an arrangement with creditors, ceases or threatens to cease trading, or VWJ reasonably believes payment is at material risk.

12.2 Termination does not affect rights and liabilities accrued before termination, including the obligation to pay outstanding invoices.

13. DATA AND CREDIT INFORMATION

13.1 VWJ may make enquiries of credit reference agencies, trade references and other relevant third parties when assessing or managing credit.

13.2 Information may be used for credit assessment, account administration, debt recovery, tracing and fraud prevention and may be shared with credit reference agencies, credit insurers, debt recovery providers and professional advisers where appropriate and lawful.

14. FORCE MAJEURE

14.1 VWJ is not liable for delay or failure caused by events beyond its reasonable control, including severe weather, fire, flood, industrial action, fuel shortage, quarry or disposal-site closure, road closure, breakdown, utility failure, governmental action, epidemic/pandemic, war or supply-chain disruption.

14.2 VWJ may suspend, vary or cancel affected performance while such circumstances continue.

15. GENERAL

15.1 No failure or delay by VWJ in exercising a right constitutes a waiver of that right.

15.2 If any provision is found invalid or unenforceable, the remaining provisions continue in force.

15.3 No person other than VWJ and the Customer has any right to enforce these Terms, except a guarantor to the extent relevant to a guarantee.

15.4 Variations to these Terms must be agreed by VWJ in writing.

15.5 Notices may be sent to the postal or email address most recently supplied by the relevant party, subject to any mandatory legal rules governing service of formal proceedings.

16. GOVERNING LAW AND JURISDICTION

16.1 These Terms and any non-contractual obligations arising from them are governed by the law of England and Wales.

16.2 The courts of England and Wales have exclusive jurisdiction, subject to any mandatory rule of law requiring otherwise.