

FINBARR O NEILL LTD.

HEALTH & SAFETY, PRODUCT INFORMATION & TERMS AND CONDITIONS

Handling Instructions: Fresh Concrete

Fresh Concrete: Avoid direct contact with Fresh Concrete – Wash thoroughly with water if contact made. Skin contact may cause severe skin burns. Wear kneepads and suitable gloves, goggles, overalls and boots. If eye contact is made this will cause irritation – Eyes should be flushed thoroughly with water for at least 10 minutes. Caution for anyone handling Concrete – Please ensure that you warn everyone handling concrete that to avoid any risk of skin injury they should minimise contact with wet cement, cementitious materials and concrete (e.g. wear suitable protective clothing) and where contact occurs, should wash thoroughly. Concrete which is not stiff in consistency can support very little weight. Movement or collapse is possible if formwork, shuttering, false-work or ancillary equipment associated with it, is not properly designed and erected.

Cutting Concrete Products: Wear suitable gloves, dust mask and eye protection.

Product Information – Concrete, Concrete Products

Concrete: Normal Portland cement is used unless otherwise stated. The Company guarantees that the concrete, as delivered, complies with specification provided that all testing is carried out in accordance with the relevant Standard Specification. Concrete is sold on a compressive strength basis, unless otherwise stated. The time allowed for unloading this vehicle is 10 minutes per cubic metre of Concrete or part thereof delivered. The Company reserves the right to charge for any Waiting time in excess of this period.

The Company will not be responsible for the strength, slump or quality of concrete to which additional water, additives or any other material has been added by the customer or at the customer's request. Drivers will make no alteration to the Mix without Specific Signed Authorisation by the Purchaser.

Concrete, Mortar, Blocks, Precast Products etc: All our products conform to relevant Irish Standards. The Company does not guarantee uniform colour and texture consistency in goods supplied, as variances in materials are inevitable. Goods shall not be deemed defective if there are such inconsistencies. The Company will not accept responsibility for the naturally occurring phenomenon of efflorescence, which may affect goods supplied.

General Conditions of Sale:

(Copies of the full Conditions of Sale are available on request and have been provided to you at the time of a quotation being issued. They will also be provided at the time of invoicing if requested.) Goods are supplied subject to the Company's full Conditions of Sale which include, without limitation, the following:

- (A) Title in goods does not pass until all sums due in respect of the goods and any other sums due to the Company are paid in full.
- (B) Interest may be charged on all overdue accounts.
- (C) Signature shall be deemed to acknowledge receipt of materials as stated in good order and condition: complaints must be notified within 7 days of delivery.
- (D) Deliveries to site are subject to all roads and access routes being suitable for transportation of the goods. The Company assumes no liability for the damage to footpaths, driveways, roadways or other property.
- (E) All returns of goods are subject to a handling charge and carriage if applicable.
- (F) You shall provide at the delivery point, at your expense, adequate and appropriate equipment and manual labour for loading and unloading the goods.
- (G) Claims in relation to defects in the goods or errors in invoicing must be made within 7 days of delivery or invoicing.
- (H) Unless otherwise stated in the Conditions of Sale, the Company's total liability shall be limited to the price paid for the goods.
- (I) Only soft copies of Dockets and receipts will be retained by the Company.

Cash Sale Invoices & Receipts: These should be retained by customers for reference, e.g. for VAT or accounting purposes.

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