



CONDITIONS OF SALE

1. GENERAL CONDITIONS

1.1 DEFINITIONS: In these conditions

“Company / we / us / our” means Solidcube Readymix (Pty) Ltd.

“Customer / you / your” means any person, firm or company to whom a quotation/order is addressed or with whom a contract is concluded.

“Goods” includes ready-mix concrete and related products supplied by us.

“Services” includes pumping services (boom or static), operator services, and any on-site service offered by us.

“Pumping Equipment” includes boom pumps, static pumps, pipelines, delivery lines, hoses, clamps, reducers, couplings, bends, elbows, fittings, seals, and all related accessories.

“Site” includes the delivery address and all surrounding/adjoining properties that may be affected by deliveries and/or pumping operations.

“Delivery Note” means the delivery docket issued for each load, including the batch/load number, time stamps, mix designation and notes/instructions.

“Load” means each individual delivery/batch as per a Delivery Note.

“Specification” means the mix designation / performance specification recorded on the Delivery Note and/or quotation.

“Written Authority” means written approval by an authorised Company representative, recorded on the Delivery Note or confirmed in writing (email/WhatsApp) prior to discharge, and shall not include (and may not be relied upon for) any approval to add water, admixtures, cement, aggregates or any other materials on site, or to alter slump/workability after dispatch from the batching plant. A driver/operator is not authorised to vary any specifications or approve any additions or alterations under any circumstances.

“Contractor” means the Customer and/or any principal contractor, subcontractor, site agent or other party who controls or manages the Site and/or its personnel.

“Apparent Defect” means a defect reasonably visible at delivery/discharge (e.g., wrong mix stated, slump/workability issues, visible segregation, contamination, short supply).

“Consequential Loss” includes (without limitation) standing time, delay costs, penalties, liquidated damages, loss of profit, loss of production, downtime, rework, re-pours, wastage, and third-party claims.

1.2 **APPLICATIONS OF CONDITIONS:** The Conditions of Sale apply to all quotations and all contracts concluded by us, notwithstanding that other conditions may be printed on the Customer’s order forms. We do not recognise or accept any other terms unless we have agreed to them in writing when acknowledging the Customer’s order. In the event of conflict between these Conditions, any quotation and any Delivery Note, the following order of precedence applies: (1) written special terms signed by authorised representatives; (2) quotation; (3) Delivery Note; (4) these Conditions.

1.3 **VALIDITY:** Only our written quotations will be recognised and unless withdrawn or specifically otherwise stated, will be valid for 30 days only.

1.4 **DELIVERY DATE & TIMES:** Normal hours of delivery - Monday to Friday 07:00 to 17:00. Deliveries outside normal hours are by arrangement. All delivery dates and times are given in good faith and every endeavour will be made to supply within specified periods, but we shall not be responsible for delays in deliveries due but not limited to breakdown of machinery, strikes, labour disputes,

war, riots, civil commotion delays or transportation accidents, any Government regulations or orders or other causes beyond our control. To the maximum extent permitted by law, we shall not be responsible for loss of Customer profit or any indirect, special or consequential damages arising from delay. Nothing in these Conditions excludes liability that cannot lawfully be excluded or limited.

1.5 **CLAIMS FOR SHORTAGES:** No claims for shortages will be considered unless an opportunity is given to us to verify the claim, where adequate measurements cannot be obtained, batching records will be regarded as correct. See also Item 4 under Conditions - Concrete below.

1.6 **TERMS OF PAYMENT:**

(a) Payment shall be strictly electronic funds transfer (EFT) by 12:00 noon, 2 days before delivery.

(b) We do not accept cheques or cash deposits.

(c) No delivery will be dispatched until cleared funds reflect in the Company's bank account. Proof of payment does not constitute cleared funds. We reserve the right to cancel or reschedule any orders where funds do not reflect in the Company's bank account. The Company will not be liable for any costs arising from such cancellation or rescheduling.

(d) By making payment, the Customer acknowledges acceptance of these Conditions of Sale. The Customer assumes responsibility for ordering correct quantities; we cannot be held liable for additional concrete required on the day without prior payment.

1.7 **LEGAL PROCEEDINGS:** Should we institute proceedings for recovery of debts due to non-payment of account, we shall be entitled to recover from the Customer all legal costs including attorney/client costs, which may be incurred by us, as well as collection commission at the tariff laid down from time to time by the Law Society of the Cape of Good Hope. The Customer hereby agrees and consents that the Magistrate's Courts shall have jurisdiction irrespective of the amounts incurred in any action instituted by us for the recovery of amounts due to us. We may at our option nevertheless institute such proceedings in the High Court. The Customer may not withhold, set-off or deduct any amount from payments due to the Company, including for alleged claims, damages or delays.

1.8 **VAT:** VAT at the prevailing rate will be applied.

1.9 **SURCHARGES:**

(a) Part Load – Loads under 4 m³ will incur a part load fee.

(b) Environmental Levy – R300.00 per m³ will be charged for all returned concrete.

(c) Allowable time on site is 45 minutes, whereafter any discharge time exceeding 45 minutes may be charged at R300 per 15 minutes or part thereof, and/or the Company may, at its discretion, instruct that the remaining concrete be discharged in full at the Customer's cost.

(d) Cancellation – R70/m³ plus pump set up fee, if applicable, will be charged if cancelled after 12H00 48 hours prior to delivery date.

(e) Validity of quote – Quotation is valid until the date detailed thereon except for increases in the cost of cement and fuel

2. **CONDITIONS – CONCRETE**

2.1 **PRICING BASIS:**

(a) Deliveries of the product as specified, measured in cubic metres, in the wet form.

(b) Cost of material, labour services, insurance and transport ruling at the tender date. Should any

of these costs increase on or before delivery of the product or during the progress of the work, through circumstances beyond our control, we reserve the right to advise you in writing of such increases and thereafter to increase our rates by such amount for delivery/subsequent delivery of the product.

(c) Delivery during normal working hours, Monday to Friday, of full capacity delivery vehicle loads. Therefore, notwithstanding the tender price quoted, an extra charge for part-loads to cover full costs of transport and an extra charge for deliveries outside normal working hours shall be deemed to form part of the tender price.

(d) The delivery vehicle discharge rate of 45 minutes from time of arrival on site is allowed, after which demurrage will apply in accordance with clause 1.9(c).

2.2 DELIVERY ARRANGEMENTS / UNFULFILLED ORDERS: Unless otherwise stated, delivery date/time and rate of delivery must be mutually agreed in advance; it is the Customer's sole responsibility to confirm in writing our availability. In case of site problems or postponement, you must advise us promptly; you remain liable for product batched prior to notification. We shall not accept responsibility for unfulfilled orders. Delivery times are estimates and not guarantees and are subject to factors beyond the Company's control.

2.3 NO RETURNS / NO CREDIT FOR WASTE: No portion of a load may be returned in a delivery vehicle; no credit will be given for unused product discharged to waste.

2.4 SHORT SUPPLY CLAIMS TIMING: Claims for short supply must be made verbally as soon as possible, no later than 24 hours after delivery, and confirmed in writing within three days. Delivery note quantities are deemed correct unless a claim is made as provided. This clause 2.4 applies only to alleged short supply. All other claims (including apparent defects and performance claims) are governed by clause 3.3.

2.5 ACCEPTANCE AT POINT OF DELIVERY:

The product and quantity delivered is sold at the point of delivery from the delivery vehicle and you must satisfy yourself that the description and quantity of the product shown on the delivery note is in fact the product and quantity ordered. If you accept such product and quantity, whether or not it complies with the product and quantity ordered, you will be liable to pay for it and will have no claim against us. By signing the delivery note, you accept the product and quantity delivered.

2.6 RIGHT TO REJECT / REJECTION PROCESS:

(a) The Customer may reject a load only for a bona fide reason related to non-conformance with the Specification or an Apparent Defect.

(b) Any intended rejection must be communicated immediately on arrival and prior to discharge, and the reason must be recorded on the Delivery Note and signed by the Customer/Contractor representative on site with supporting particulars (including photos/video where reasonably possible).

(c) Where rejection is based on workability/slump, segregation, suspected contamination or incorrect product, the Customer must allow the Company a reasonable opportunity to assess and verify promptly (including testing where appropriate) before the load is rejected or discharged to waste or used in any works.

(d) If the Customer refuses assessment/verification, the Company may treat the load as accepted and charge accordingly.

(e) If rejection is accepted by the Company, any remedy is governed by Section 3. The Company is not liable for costs incurred by the Customer without first providing the Company an opportunity to assess and verify.

(f) Rejection due to site readiness, access constraints, discharge delays, or Customer-requested changes shall be for the Customer's account.

2.7 TOLERANCES IN SLUMP AND AIR CONTENT: Concrete shall be available within the permissible range of slump for a period of 30 minutes from arrival at the job site. If the user is unprepared for discharge of the concrete from the vehicle, the producer shall not be responsible for the slump after the 30 minutes have elapsed.

No addition (in any quantity) of water, admixtures or any other materials, and no slump/workability adjustment, may be made by the Customer/Contractor (or any third party) after dispatch or on site. Any workability correction (if any) may be performed only by the Company prior to discharge and must be recorded on the Delivery Note; any correction not so recorded shall be deemed unauthorised, shall void the undertaking in Section 3, and shall not constitute an admission of liability or a variation of the Specification unless recorded on the Delivery Note.

2.8 HANDLING AFTER DISCHARGE: Customer is responsible to pour per site requirements; we are not liable for loss from pouring in wrong location. We are not responsible for means/methods of handling, placing and consolidation after discharge, nor quality failure resulting from handling and consolidation. In respect of long-life mortar, it will be your responsibility to ensure that it is stored and used in accordance with the following: in a suitable impervious container of adequate volume and depth (minimum 200 litre capacity) the container is covered with a light-reflective impermeable cover. It is stored in shade. No foreign material is added to the mortar.

2.9 ACCESS & INDEMNITY (VEHICLES): Customer must ensure and provide safe and proper access from public road to discharge point and assist driver to avoid accidents/damage. Driver may refuse to proceed if, in his opinion, risk of damage to the vehicle and/or of injury to any person exists. Customer indemnifies us against loss/damage beyond our reasonable control and any claim for damages resulting from injury to person/property from time vehicle leaves until it returns to the public road (as defined). "Public road" means that portion of a public road normally used by motor vehicles and shall exclude, without limitation, sidewalks, footpaths, water and electrical meters on the ground, manholes and covers, paving, kerbing and channelling. The Customer warrants that the route is suitable for heavy vehicles and that underground services are identified and protected.

2.10 SANS SAMPLING & TESTING: Any sampling and testing relied upon for any claim must be taken directly from the delivery vehicle discharge and conducted strictly in accordance with the applicable SANS standards and recognised industry practice. All warranties, claims procedures, time bars, remedies and limitations relating to concrete are governed exclusively by Section 3 (Warranty / Conformance Undertaking).

2.11 SANS 878 COMPLIANCE & DEFAULT EXPOSURE CATEGORY: All ready mixed concrete is supplied in accordance with SANS 878 - "Standard Specifications for Ready Mixed Concrete" and complies to the "Mild Exposure" category as set out in table 5.5.1.5 of SABS 1200G:(Standard Specifications for Civil Engineering Construction - G: Concrete - Structural), unless otherwise specifically requested and indicated as such on the quote. The Customer/Contractor must disclose prior to ordering any relevant exposure conditions and service environment factors (including coastal/marine exposure, aggressive soil/groundwater, sulphates, chlorides, chemical/industrial exposure, watertightness requirements, or any special durability requirement). In the absence of such written disclosure and

an agreed specification recorded on the quotation and/or Delivery Note, the Company does not warrant suitability for any exposure category other than “Mild Exposure”.

2.12 CUSTOMER SPECIFICATION & FITNESS FOR PURPOSE: Should the Customer order product and specify their own specifications, then the company does not warrant that such specification is suitable for the Customer’s intended purpose. The Customer shall remain responsible for his own specifications. The Company warrants only conformity to the stated Specification at discharge in accordance with Section 3 and does not warrant fitness for purpose.

2.13 RISK & OWNERSHIP (READY-MIX CONCRETE): Risk in the product passes to the Customer/Contractor upon delivery and/or discharge at the delivery point. To the extent that any goods supplied are capable of being returned or repossessed without being incorporated, mixed, poured or otherwise irreversibly combined with other materials, ownership in such goods remains vested in the Company until the full purchase price has been paid. The Customer/Contractor acknowledges that ready-mix concrete, once discharged and/or poured, becomes irreversibly incorporated and cannot be returned or repossessed; in such circumstances the obligation to pay remains unconditional, and any unpaid amount constitutes a liquidated debt due and payable to the Company. In the event of non-payment, the Company may suspend further deliveries/services and take lawful steps to recover the outstanding debt, without prejudice to any other rights.

3. WARRANTY / CONFORMANCE UNDERTAKING (READY-MIX CONCRETE)

3.1 LIMITED CONFORMANCE UNDERTAKING

3.1.1 To the maximum extent permitted by law, Solidcube Readymix (Pty) Ltd (“the Company”) warrants only that the ready-mix concrete supplied by the Company will, at the point of discharge from the delivery vehicle and before any alteration by any person, conform to the mix designation and/or performance specification expressly recorded on the Delivery Note (“Specification”).

3.1.2 This undertaking applies strictly subject to the following conditions precedent, each of which must be complied with for any claim to be valid:

(a) Sampling must be taken directly from the delivery vehicle discharge by a competent person, and each sample must be clearly identified by job reference, date, time, vehicle/load number and exact pour location.

(b) Sampling, specimen preparation, curing, storage, transport and testing must be carried out strictly in accordance with the applicable SANS standards and recognised industry practice. Any material deviation may invalidate reliance on the test results for purposes of any claim against the Company. The Company’s batching system records and delivery documentation shall constitute prima facie proof of the mix and quantities batched and dispatched for the relevant load.

(c) The Customer/Contractor is solely responsible for site access, discharge readiness, placing, pumping (if applicable), compaction, finishing, protection and curing of the concrete, and for ensuring these are performed in accordance with good concreting practice and any instructions on the Delivery Note.

(d) The Customer/Contractor must provide the Company a reasonable opportunity to investigate any alleged non-conformance, including access to the site, the relevant area (where reasonably possible preserved), and all records and test information.

3.2 NO UNAUTHORISED ADDITIONS / ALTERATIONS – WARRANTY VOID

3.2.1 Where any water, cement, aggregates, admixtures, fibres or any other additive (or any combination thereof) is added in any quantity to the concrete, or where slump/workability, air

content, temperature, composition or performance is altered, by the Customer/Contractor (or any third party) at any time (including after dispatch or on site), the undertaking in clause 3.1 is void in full and the Company shall have no liability for any loss, damage or claim arising directly or indirectly therefrom. In such event, the Customer/Contractor assumes all risk and responsibility for the resulting quality and performance.

3.2.2 No instruction or request to any driver, operator or Company representative shall constitute authority for the Customer/Contractor (or any third party) to add water/admixtures or otherwise alter the concrete. Any such additions or alterations are unauthorised and void the undertaking in clause 3.1.

3.3 CLAIMS – NOTICE, TIME BARS AND SUPPORTING INFORMATION

3.3.1 Any defect reasonably apparent at delivery or during discharge (including but not limited to incorrect product, incorrect slump/workability, visible segregation, contamination, or quantity concerns) must be recorded on the Delivery Note and notified to the Company in writing within 24 (twenty-four) hours of delivery. For avoidance of doubt, alleged short supply claims are dealt with in clause 2.4.

3.3.2 Any claim based on alleged strength or performance non-conformance must be submitted in writing as soon as the defect becomes apparent and in any event within 7 (seven) days of receipt of the relevant test result, and not later than 90 (ninety) days after the date of supply of the relevant load. The Company will assess strength/performance claims with reference to the specified test age and acceptance criteria applicable to the Specification.

3.3.3 All claims must include Delivery Note details, sampling records, chain-of-custody details, curing/storage information and test reports. Failure to provide supporting information, preserve evidence (where reasonably possible) or provide access for investigation may result in rejection of the claim.

3.4 REMEDY AND LIMITATION

3.4.1 If, and only if, non-conformance with the Specification at discharge is proven in accordance with this clause, the Customer's sole remedy shall be, at the Company's election:

(a) replacement of the affected quantity; or

(b) a credit or refund limited to the invoice value of the affected load/quantity, provided the Company is afforded a reasonable opportunity to verify the claim.

3.4.2 No remedial work, removal, demolition, or replacement shall be undertaken by the Customer without first giving the Company reasonable opportunity to inspect and verify, failing which the claim may be rejected.

3.4.3 To the maximum extent permitted by law, the Company shall not be liable for any indirect, special or consequential loss (including delay costs, standing time, penalties, loss of profit, rework, or third-party claims).

3.4.4 To the maximum extent permitted by law, the Company's total aggregate liability for any claim arising from a particular load/delivery is limited to the invoice value of the affected load/quantity.

3.4.5 Nothing in these terms excludes any liability that cannot lawfully be excluded or limited.

4. **CONDITIONS – CONCRETE PUMPING (BOOM AND STATIC)**

IMPORTANT NOTICE (Risk, Liability Limits & Indemnity): This section contains clauses that limit our liability, require you to assume risk, and require you to indemnify us. Where applicable, these clauses must be brought to your attention in a clear and conspicuous manner and in plain language.

Nothing in these Conditions is intended to exclude liability for gross negligence where prohibited by law.

- 4.1 SCOPE OF PUMPING SERVICES: We may provide pumping services using a boom pump or static pump and related Pumping Equipment, including operator services and set-up. Pumping services are provided subject to these Conditions and any written quotation.
- 4.2 INHERENT OPERATIONAL RISKS (INDUSTRY-NORMAL EVENTS): The Customer acknowledges and agrees that concrete pumping is a high-pressure operation and that certain events may occur sporadically and without intention, including (without limitation): pipe/line bursts or ruptures; hose failures; clamp/coupling failures; blockages; blowbacks; pressure surges; pump breakdowns or stoppages; line movement/whipping; concrete spray/spillage; and boom movement constraints due to site conditions. These events can occur despite reasonable care and maintenance and are recognised inherent risks of pumping operations. Blockages may occur due to site delays, line layout, inadequate priming, insufficient line hands, or any alteration to the concrete, all of which remain the Customer's risk unless caused by the Company's gross negligence where prohibited by law.
- 4.3 NO GUARANTEE OF CONTINUOUS OPERATION / DOWNTIME: We do not guarantee uninterrupted pumping. Where pumping is interrupted due to breakdown, blockage, pipe burst, or any other pumping incident, we may suspend operations to make safe, repair, flush or clear lines, or stop the pour.
- 4.4 EXCLUSION OF CONSEQUENTIAL / INDIRECT LOSS: To the maximum extent permitted by law, we shall not be liable for any special, indirect, or consequential damages, including but not limited to increased labour costs, standing time, delay costs, contractual penalties, liquidated damages, cancellation charges, rework costs, re-pour costs, wastage, loss of profit, or third-party claims (including neighbouring property claims).
- 4.5 CUSTOMER'S SOLE RESPONSIBILITY: SITE SAFETY (INCLUDING ADJOINING PROPERTIES): The Customer is solely responsible for ensuring safety at the Site, including safe access for vehicles and Pumping Equipment; stable, level, load-bearing ground for outriggers/set-up; safe pipeline route; adequate barricading and exclusion zones; protection of structures, vehicles, finishes, and all adjoining/neighbouring properties; compliance with all site health & safety rules and regulations; and ensuring the Site is pump-ready at the agreed time with adequate lighting for after-hours work if applicable.
- 4.6 CUSTOMER TO PROVIDE COMPETENT LABOUR ("LINE HANDS"): Unless expressly agreed in writing, the Customer must provide sufficient competent line hands to assist with handling and stabilising the delivery line, managing hose position, controlling the discharge area, preventing overspray/spillage, and assisting with safe flushing/clean-out.
- 4.7 OPERATOR AUTHORITY TO REFUSE / STOP WORK: Our operator may refuse to set up, commence, or continue pumping if, in their reasonable opinion, site conditions are unsafe or likely to cause damage or injury (including risk to adjoining properties). Any refusal/stop due to safety shall not constitute breach, and the Customer remains liable for reasonable call-out, set-up, standing time, and any batched product already produced or dispatched.

- 4.8 INDEMNITY: DAMAGE TO SITE & ADJOINING PROPERTIES: To the maximum extent permitted by law, the Customer indemnifies and holds us harmless from any and all claims, losses, damages, costs, and expenses arising from or connected to unsafe/unsuitable site conditions; failure to protect the Site and adjoining properties; inadequate exclusion zones/barricading; failure to provide competent line hands; instructions given by the Customer or its agents; concrete spillage/spray resulting from inherent pumping risks; and third-party claims (including adjoining owners/occupiers), except to the extent caused by our gross negligence where prohibited by law.
- 4.9 CLEAN-UP & REMEDIATION: Unless caused by our gross negligence where prohibited by law, the Customer is responsible for immediate containment/protection measures and clean-up of concrete spillage on the Site and adjoining properties, and any third-party clean-up or reinstatement costs. We may, at our discretion, assist with limited clean-up as a goodwill measure without admitting liability.
- 4.10 CUSTOMER INSTRUCTIONS / VARIATION OF MIX / WATER OR ADMIXTURE ADDITIONS: Concrete specifications (including slump/workability) are set at the manufacturing/batching phase and may not be altered on site. If the Customer requests or permits any addition of water/admixtures or any alteration to the concrete (including slump adjustment) after dispatch or on site, the Customer assumes all risk of performance, blockage, strength reduction and related damages and the Company shall have no liability arising therefrom. No variation or instruction shall be valid unless it constitutes Written Authority as defined in clause 1.1, provided that Written Authority can never authorise on-site additions or alterations to the concrete's composition or slump/workability.
- 4.11 LIMITATION / CAP OF LIABILITY (PUMPING): To the maximum extent permitted by law, our total aggregate liability for any claim arising from pumping services (whether in contract, delict, or otherwise) is limited to the invoiced value of the pumping service line item only, excluding the value of concrete supplied.
- 4.12 STANDING TIME / ABORTED POUR / RETURNED CONCRETE: Standing time, aborted pours, flushing, line clean-out, returned concrete, and any disposal will be charged per quotation and/or our published rates. If a pour is aborted due to site readiness issues, safety issues, or Customer non-compliance, the Customer remains liable for associated costs.
5. **CUSTOMER ACKNOWLEDGEMENTS:** The Customer acknowledges that clauses limiting liability, allocating risk and imposing indemnities have been brought to their attention in a conspicuous manner, and that they had an opportunity to understand them.