Bachy Soletanche Ltd
Henderson House, Langley Place,
Burscough, Lancashire
L40 8JS
Company No: 752082

PO12 – Ready Mixed Concrete – Conditions of Purchase

DEFINITIONS

Client	Means the client (being a person, body corporate, organisation, or partnership) of the Company for whom the concrete and/or any Services shall be used.
Company	Means the entity specified on the Purchase Order as the entity placing the order Bachy Soletanche Ltd.
Contract	Means the contract between the Company and the Seller for the sale and purchase of concrete, and/or the provision of any Services (such as, without limit, testing services) related to such supply, and which consists of the Purchase Order and these terms and conditions (or, in the absence of a Purchase Order, these terms and conditions alone).
CR27	Means the CR27 form entitled “Concrete Request to Concrete Producer” which sets out the technical requirements for each required mix
General Terms and Conditions	It means the Company's General Terms and Conditions (PO11)
Purchase Order	Means the document referred to as the "purchase order" in a form provided by the Company which sets out the commercial terms agreed by the parties relating to the purchase of concrete and/or Services by the Company from the Seller including the CR27.
Seller	Means the person, body corporate, organisation, or partnership who sells or agrees to sell the concrete and/or supply the Services to the Company.
Services	Means the services specified in the Purchase Order which are supplied or to be supplied by the Seller to the Company.
Third Party UKAS Accredited Quality and Conformity Assurances	Means the current issue of the Sellers best practice requirements as well as current quality and concrete standard requirements.
Verified	Means third-party verified where EPDs exist or internally assured with documented methodology where not available.

1) These ready mixed concrete conditions of purchase shall be subject to and shall be deemed to incorporate the General Terms and Conditions. In the event of any conflict or apparent conflict between these ready mixed concrete terms and conditions and the General Terms and Conditions, these ready-mixed concrete terms and conditions shall prevail.
2) The placing of an order by the Company may be subject to approval from the Client with respect to the source of concrete supply. If Client approval is required and the Client does not approve the source of concrete supply, then no order shall be finalised and/or the Company shall be entitled to terminate any order already placed.
3) Details of constituent materials, mix designs and, if required, results of trial mixes are to be submitted by the Seller for approval by the Company before commencing supply. The Company shall signify its approval of a trial mix to the Seller by placing an order. For all LDA and Diaphragm Wall mixes, precontract compliance trials will be required prior to the placement of any orders.
    a) The Seller shall provide historical/statistical evidence (where available, acknowledging that such evidence may not be available for a new mix design) from its records of acceptable performance of the specified concrete types if so, required by the Company.

4) Admixtures will not be used by the Seller unless details of the type and dosage of the proposed admixture are submitted by the Seller with the mix design which may then be subject to approval by the Client.
   a) The addition of water on site by any party is forbidden and will result in the load of concrete being rejected.
5) All concrete deliveries are to be as per the full load capacity of the Seller's trucks. If, however, due to high consistency of the concrete it is not possible for the Seller to carry a load at full capacity, then the Company shall not be liable for the cost of each m3 or part thereof not carried by the Seller, unless the provisions of paragraph 6 a) apply.
   a) Part loads may only be charged for at the rate stated in the Company's Purchase Order. No part load is to be charged on the load completing a pour. When at least two full lo ads (or any other amount otherwise specified in a Purchase Order) of any one concrete type in any one day has been received on site, no part load will be charged.
6) The Seller's delivery driver must report to the Company's representative on arrival on site.
7) The Company's authorised representative must be informed of any alleged waiting time incurred by the Seller as soon as it occurs. No waiting charge will be accepted and paid for by the Company unless signed for by an authorised re presentative of the Company on the delivery docket.
8) Waiting time and part load charges should be agreed on a weekly basis with the Company's authorised representative and invoiced separately (noting the relevant order number) to avoid delays in payment.
9) No maximum or minimum quantities are guaranteed to be taken by the Company against any order.
10) The quantity of concrete delivered shall be clearly stated on the Seller's delivery tickets together with all other information required by the Sellers Third Party UKAS Accredited Quality and Conformity Assurances.
11) Access to batching plant(s) used by the Seller must be made available by the Seller to the Client and the Company at any time during normal working hours without prior notice.
12) Batching operations and records must be fully in accordance with the Sellers Third Party UKAS Accredited Quality and Conformity Assurances.
13) Unless stated otherwise, this order is placed on a fixed price basis for the duration of the Company's requirements. Accordingly, the price set out in the Purchase Order shall apply (unless expressly agreed (in writing) otherwise by the Company and the Seller) until the completion of the Seller's obligations under the Contract.
14) The Seller shall provide to the Company a mix certificate detailing the quantity and source or nature of constituent materials comprising the concrete. No changes are to be made to the quantity or the source or nature of constituent materials as detailed in the mix certificate unless written permission is granted by the Company's authorised representative as required by BS EN 206:2013+A2:2021 (or any superseding standard) and BS 8500-1 and BS 8500-2 (latest editions) and an amended mix certificate is issued by the Seller to record the change which is to be approved by the Company in writing.
   a) If the supply of any concrete, and/or Services, by the Seller fails to comply with the Company's requirements, as set out in the Purchase Order, the Seller will be required to make any necessary changes in the concrete, and/or re -perform the Services, to ensure compliance with such requirements at no extra charge to the Company. The Seller shall ensure that all batches of concrete which fail to comply with the Company's requirements shall be promptly replaced at the Seller's cost.
   b) The Seller shall ensure that all aggregates and constituent materials comply with the requirements of BS EN 206:2013+A2:2021 (or any superseding standard) and BS 8500-1 and BS 8500-2 (latest editions).

   The Seller shall ensure aggregate grading is controlled to ensure consistency and suitability for the intended application in accordance with its certified quality management system.
15) Where requested by the Company, the Seller shall provide grading and quality control records for supplied concrete, in an agreed electronic format, at a frequency proportionate to the supply period (typically weekly unless otherwise agreed).Without prejudice to the Company's rights under any condition, warranty or other term imp lied herein by statute or by common law or under any term of the Contract, the Seller shall be liable to the Company for and shall fully indemnify and keep the Company fully indemnified against all liabilities, claims, actions,

demands, expenses, costs (on a full indemnity basis), proceedings, losses (including without limit consequential loss) or damage suffered or incurred by the Comp any (including, without limit, costs relating to opening up and investigative work, design costs and rein statement work necessary to satisfy both the Company and the Client) which are caused by, relate to or arise from:

i) defective concrete supplied by the Seller; and/or
ii) Services supplied by the Seller; and/or
iii) the Seller failing to comply with the Company's requirements, as set out in the Purchase Order and CR27.

16) All concrete types must be designed to yield 1 cubic metre of fully compacted concrete as required by BS EN 206:2013+A2:2021 (or any superseding standard) and BS 8500-1 and BS 8500-2 (latest editions).
17) The minimum temperature of concrete on discharge is to be 5°C as required by BS EN 206:2013+A2:2021 (or any superseding standard) and BS 8500-1 and BS 8500-2 (latest editions).
    a) The Seller warrants that facilities for cold weather working are available at its plant and that such facilities will be used where necessary at no extra cost to the Company.
18) Any matters pertaining to the supply of concrete which are not covered by these conditions of purchase or the Company's requirements, as set out in the Purchase Order, shall be performed in accordance with the appropriate European or British Standards and current industry standard codes of practice.
19) No variation to these conditions of purchase will be effective without prior written approval of the Company's authorised representative.
20) The Company reserves the right to stop and check-weigh the Seller's delivery vehicles in accordance with the Weights and Measures Act 1985 and any related or successor legislation in force from time to time, at no extra cost to the Company. In the event that the quantity of concrete contained within the Seller's delivery vehicle differs from that recorded on the delivery ticket, the delivery ticket shall be amended to show the quantity carried by the Seller and both the Seller's delivery driver and the Company's authorised representative shall sign such amended delivery ticket. The Company shall direct the Seller (at the Company's sole option) to either provide it with the shortfall in quantity as soon as practicable or reduce the price payable in respect of the order accordingly.
21) All orders are subject to and shall be deemed to incorporate these terms and conditions and the General Terms and Conditions to the exclusion (subject to any warranty or guarantee given by the Seller in respect of the concrete and/or Services) of any terms and conditions which the Seller may seek to impose under any quotation, confirmation of order, delivery note, invoice or similar document or any terms and conditions which are elsewhere implied by custom, practice or course of dealing. Delivery of the concrete and/or performance of the Services and/or any other of the Seller's conduct pursuant to the Contract shall be deemed to be unqualified acceptance by the Seller of these terms and the Company (PO12) conditions.
22) All orders shall be deemed to be an offer to purchase the concrete and/or the Services subject to these terms and conditions and shall only be deemed accepted by the Company upon the earlier of receipt, by the Company, of a completed Purchase Order which is countersigned by the Seller or the Seller commencing with the provision of the concrete and/or the Services pursuant to this Contract.
23) For the avoidance of doubt (and without prejudice to the provisions of paragraph 2 above), the provisions of paragraphs 3 and 15 of the General Terms and Conditions shall apply to the Contract. Accordingly, if a Client does not approve the source of concrete supply and/or a trial mix is not approved, the mix details and/or trial results shall be kept confidential, and not used, by the Seller.
24) The Company has set targets to reduce its carbon emissions and to source its ready mixed concrete in a responsible manner. The company seeks to source its ready mixed concrete from BES6001 and/or ISO14001 accredited concrete plants. The seller will provide copies of accreditation certificates on request.
25) The Seller shall actively identify and propose opportunities to reduce embodied carbon and environmental impact, including alternative materials, mix designs and logistic.

Ethics, Human Rights, Whistleblowing and Supply Chain Standards

26) The Seller shall comply with all applicable laws and regulations in all countries where it operates and shall demonstrate loyal conduct and integrity in all business relationships connected to this Contract.
27) The Seller shall not engage in forced labour, illegal or undeclared work, human trafficking, or child labour, and shall exclude discrimination in employment and occupation.
28) The Seller shall take measures to prevent corruption and undue advantage, avoid conflicts of interest, and promptly disclose to the Company any potential or actual conflicts of interest connected to the Contract.
29) The Seller shall comply with applicable competition law, international sanctions and foreign trade rules and shall respect privacy, personal data, and confidential information in accordance with applicable data protection laws.
30) The Seller shall ensure these standards are communicated to, and enforced throughout, its own supply chain for the Work (including suppliers, service providers, and subcontractors).
31) The Seller acknowledges that it has read and understood the VINCI Group 'All-round Performance of Purchasing Partners' guidelines and agrees to comply with their principles as an integral part of this Contract, and to bind its own suppliers, subcontractors, and service providers to equivalent standards.

Whistleblowing

32) The seller must comply with all applicable laws, including but not limited to; the Bribery Act 2010, Modern Slavery Act 2015, Data Protection Act 2018 and agree to working in accordance with the principles of the VINCI Group 'All round performance of purchasing partners' guidelines **(www.vinci.com/sites/default/files/medias/file/2025/03/charte-de-performance-globale-en-070724.pdf)**. You (and your staff/subcontractors) can raise concerns confidentially, including anonymously in the event that your company contact, or their superior, is unable to act independently of the concern. Prior to making an anonymous report you can contact Protect UK Free, an independent and confidential whistleblowing advice service on 020 3117 2520 for initial advice.
    a) The hierarchy of reporting anonymously is:
        i) Human Resources (HR) (whistleblowing.sbuk@bacsol.co.uk)
        ii) UK Zone Managing Director (MD) (whistleblowing.sbuk@bacsol.co.uk)
        iii) VINCI Integrity platform (vinci-integrity.com) or by email to ethics@vinci.com
    b) Further details can be found in the company whistleblowing policy available at **www.bacsol.co.uk/our-policies**

Environmental Data:

33) As a condition of tender submission, contract award and ongoing performance, the Seller shall provide the Company with complete and verified environmental data for all materials and products supplied under the Contract ("Environmental Data"). At minimum, Environmental Data shall include:
    i) quantities/weights (litres, kg, or tonnes).
    ii) associated carbon emission factors ($kgCO_2e$ per unit, cradle-to-gate Scope 1, 2 and 3 where available); and
    iii) current Environmental Product Declarations (EPDs) compliant with EN 15804 and/or ISO 14025, where available.
34) Standards and alignment: Environmental Data must be quantified, reported and (where required) verified in accordance with ISO 14064-1:2018 principles, including system boundaries, data quality indicators, allocation methods and uncertainty; aligned with the

Greenhouse Gas Protocol (including the Corporate Value Chain/Scope 3 Standard); and consistent with the Company's science-based targets (SBTi-aligned) supplier engagement expectations.

35) Format and delivery: Environmental Data must be provided in a structured, machine-readable format (e.g., Excel, CSV, or XML) specified by the Company within 10 business days of request (or as stipulated in the tender/PO).
36) Environmental Product Declarations Priority shall be given to product-specific EPDs, followed by supplier-specific LCA data, and lastly generic database values. Where EPDs are unavailable, the Seller shall provide equivalent data derived from recognised life-cycle assessment databases or tools with full methodological disclosure.
37) Audit and verification: The Seller grants the Company, its auditors or designated third parties reasonable access to verify Environmental Data accuracy, including underlying records and (where reasonable) relevant facilities.
38) Record retention and updates: The Seller shall retain supporting Environmental Data records for at least 3 years post-delivery and notify the Company promptly of any material revisions to previously reported data.
39) Remedies: Non-compliance with this clause constitutes a material breach following written notice and failure to remedy within a reasonable period (unless the breach is incapable of remedy. The Company may withhold payment, require remedial data provision at the Seller's cost, and/or terminate the Contract with immediate effect.
40) Survival: The audit/verification, record retention, and remedy provisions in this clause survive expiry or termination to support reasonable post□contract data requests for up to 3 years for historical reporting.

Thank you for providing the specified Services to the Company in accordance with this Contract. As an employer, we have a legal duty to take reasonable steps to protect our staff from sexual and other forms of harassment. As part of our duty and to promote mutual respect and understanding we operate an Equality Policy and we request that all individuals employed or engaged by you to provide these Services and who interact with our staff, do so with dignity, respect and free from sexual harassment and any other form of harassment or discrimination, which we shall reciprocate.