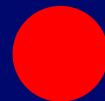




TERMS AND CONDITIONS OF SALE

Version: 1.0

Effective Date: July 2026





These Terms and Conditions govern the sale and supply of products by **O'Flynn Field Quarries Limited**, trading as **LAVAN Quarries** ("LAVAN Quarries", "we", "our" or "us"), to all customers ("Customer" or "you").

By placing an order, accepting a quotation, or accepting delivery or collection of Products, the Customer agrees to be bound by these Terms.

1 Definitions

For the purposes of these Terms:

- **Business Day** means any day other than a Saturday, Sunday or public holiday in Ireland.
- **Customer** means any individual, partnership, company or other legal entity purchasing Products from LAVAN Quarries.
- **Delivery** means collection of Products by the Customer or delivery by LAVAN Quarries to the agreed Delivery Point.
- **Delivery Point** means the location agreed between the parties for delivery.
- **Order** means any request placed by the Customer for the purchase of Products.
- **Products** means limestone aggregates and any other products supplied by LAVAN Quarries.
- **Quotation** means a written quotation issued by LAVAN Quarries.

2 Application of these Terms

- 2.1. These Terms apply to every quotation, order, sale and supply of Products unless otherwise agreed in writing by an authorised representative of LAVAN Quarries.
- 2.2. Any terms contained within a Customer's purchase order or standard purchasing conditions shall not apply unless expressly accepted by LAVAN Quarries in writing.
- 2.3. Acceptance of delivery or collection of Products constitutes acceptance of these Terms.
- 2.4. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

3 Quotations

- 3.1. Quotations are subject to product availability.
- 3.2. Unless otherwise stated, quotations remain valid for thirty (30) days.
- 3.3. A quotation does not constitute a binding contract until accepted by LAVAN Quarries.
- 3.4. LAVAN Quarries reserves the right to correct clerical, typographical or pricing errors.



4 Orders

- 4.1. Orders are accepted subject to these Terms.
- 4.2. An Order may only be amended or cancelled with the agreement of LAVAN Quarries.
- 4.3. LAVAN Quarries reserves the right to refuse any Order.

5 Prices

- 5.1. Prices are those contained within the applicable Quotation or otherwise confirmed by LAVAN Quarries.
- 5.2. Unless otherwise stated, prices exclude VAT.
- 5.3. Delivery charges shall apply where appropriate.
- 5.4. Where taxes, statutory charges or regulatory costs change before delivery, LAVAN Quarries reserves the right to adjust the price accordingly.

6 Payment

- 6.1. Payment shall be made in accordance with agreed credit terms or, where no credit facility exists, prior to collection or delivery.
- 6.2. Time for payment is of the essence.
- 6.3. Interest may be charged on overdue accounts in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012, as amended.
- 6.4. LAVAN Quarries reserves the right to suspend deliveries while any account remains overdue.
- 6.5. The Customer shall indemnify LAVAN Quarries for all reasonable costs incurred in recovering overdue sums, including legal costs, debt recovery costs and associated expenses.

7 Delivery

- 7.1. Delivery dates and times are estimates only and are not guaranteed.
- 7.2. LAVAN Quarries shall not be liable for delay caused by circumstances beyond its reasonable control.
- 7.3. The Customer shall ensure safe and adequate access for heavy commercial vehicles.
- 7.4. Where safe access is unavailable, our driver may refuse delivery or unload at the nearest safe location after consultation with the Customer where reasonably practicable.
- 7.5. Delivery shall be deemed complete once the Products have been unloaded at the agreed Delivery Point or other safe location determined in accordance with Clause 7.4.



- 7.6. Waiting time beyond a reasonable unloading period may be charged at LAVAN Quarries' prevailing rates.

8 Risk and Title

- 8.1. Risk in the Products passes to the Customer upon Delivery or collection.
- 8.2. Ownership of the Products remains with LAVAN Quarries until payment has been received in full.
- 8.3. Until ownership passes, the Customer shall:
- store the Products separately where reasonably practicable;
 - keep the Products identifiable as the property of LAVAN Quarries;
 - not sell, pledge, charge or otherwise encumber the Products.
- 8.4. Where legally entitled to do so, LAVAN Quarries reserves the right to recover unpaid Products.

9 Product Quality and Suitability

- 9.1. LAVAN Quarries will use reasonable skill and care to supply Products that meet the agreed specification.
- 9.2. Quarry products are natural materials. Reasonable variation in colour, grading, texture and appearance may occur and shall not constitute a defect.
- 9.3. Published technical information represents typical product characteristics and does not constitute a guarantee unless expressly agreed in writing.
- 9.4. The Customer is solely responsible for ensuring that the Products ordered are suitable for their intended purpose and comply with all relevant engineering, planning, contractual and statutory requirements.
- 9.5. Any technical advice provided by LAVAN Quarries is given in good faith but does not relieve the Customer of responsibility for determining suitability for the intended application.

10 Quantities

- 10.1. Product quantities shall be determined by the certified weighbridge records maintained by LAVAN Quarries unless otherwise agreed.
- 10.2. Minor variations in delivered quantities consistent with normal commercial practice shall not constitute a breach of contract.

11 Inspection and Claims

- 11.1. The Customer shall inspect all Products immediately following Delivery.



- 11.2. Any shortage, damage or apparent defect shall be notified in writing as soon as reasonably practicable and, in any event, within seven (7) days of Delivery.
- 11.3. Claims relating to quality shall be notified before the Products are incorporated into permanent works wherever reasonably practicable.
- 11.4. LAVAN Quarries shall be afforded a reasonable opportunity to inspect the Products before any remedial work is undertaken.
- 11.5. Failure to comply with this clause may affect the Customer's entitlement to pursue a claim.

12 Returns and Order Cancellations

Returns and order cancellations shall be governed by the LAVAN Quarries Returns and Order Cancellation Policy, as amended from time to time.

13 Site Conditions

- 13.1. The Customer warrants that the Delivery Point is suitable for heavy commercial vehicles.
- 13.2. LAVAN Quarries shall not be responsible for damage to driveways, yards, underground services, verges, footpaths or other property unless caused by the negligence of LAVAN Quarries.
- 13.3. Drivers may refuse delivery where, in their reasonable opinion, conditions are unsafe.

14 Force Majeure

LAVAN Quarries shall not be liable for delay or failure arising from events beyond its reasonable control including:

- severe weather;
- flooding;
- fire;
- equipment breakdown;
- transport disruption;
- fuel shortages;
- shortages of raw materials;
- industrial disputes;
- cyber incidents;
- pandemics;
- governmental restrictions;
- or any similar event outside its reasonable control.



15 Limitation of Liability

15.1. Nothing in these Terms excludes liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation;
- liability which cannot lawfully be excluded.

15.2. Subject to Clause 15.1, LAVAN Quarries shall not be liable for:

- indirect or consequential loss;
- loss of profit;
- loss of business;
- loss of production;
- loss of revenue;
- loss of opportunity;
- loss of goodwill.

15.3. Where liability is established, the aggregate liability of LAVAN Quarries shall not exceed the invoice value of the Products giving rise to the claim.

15.4. The Customer shall take all reasonable steps to mitigate any loss.

16 Customer Responsibility

The Customer shall:

- comply with all applicable legislation;
- provide accurate delivery instructions;
- ensure safe site conditions;
- ensure Products are suitable for the intended use;
- use Products in accordance with good engineering and construction practice.

17 Data Protection

Personal data shall be processed in accordance with the LAVAN Quarries Privacy Policy and applicable data protection legislation.

18 Intellectual Property

All quotations, technical information, drawings, specifications and other documents supplied by LAVAN Quarries remain its intellectual property unless otherwise agreed in writing.



19 Entire Agreement

These Terms, together with any Quotation and Order Confirmation issued by LAVAN Quarries, constitute the entire agreement between the parties.

The Customer acknowledges that it has not relied upon any representation or statement not expressly contained within these Terms or the applicable Quotation.

Nothing in this clause excludes liability for fraud or fraudulent misrepresentation.

20 Assignment

The Customer may not assign or transfer its rights or obligations without the prior written consent of LAVAN Quarries.

LAVAN Quarries may assign or transfer its rights and obligations to any successor or associated company.

21 Waiver

Failure by LAVAN Quarries to enforce any provision shall not constitute a waiver of that provision or any other provision.

22 Notices

Any notice required under these Terms shall be in writing and delivered by hand, prepaid post or email to the last notified address of the receiving party.

23 Survival

Clauses relating to payment, limitation of liability, retention of title, data protection, intellectual property, governing law and any provision intended to survive termination shall continue in effect notwithstanding completion or termination of the contract.

24 Governing Law and Jurisdiction

These Terms shall be governed by the laws of Ireland.

The parties irrevocably submit to the exclusive jurisdiction of the courts of Ireland.



25 Document Control

Document Title	Terms and Conditions of Sale
Company	O'Flynn Field Quarries Limited t/a LAVAN Quarries
Version	1.0
Effective Date	[Insert Date]
Review Date	[Insert Date]
Approved By	Managing Director