



General Terms and Conditions of Sale

Effective June 1, 2020

Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller goods and materials, subject to all terms, conditions and provisions as set forth below or herein (hereafter "Terms and Conditions").

ACCEPTANCE: Seller's quotation and offer contained herein shall be deemed withdrawn and of no further effects unless accepted by Purchaser by signing and returning a copy hereof to Seller within thirty (30) days after the date hereof. After such acceptance all Purchase Orders and/or other documents or other instructions from Purchaser will be deemed subject to all the terms and conditions set forth herein, and no additional or inconsistent term contained in any such Purchase Order and/or other document or instruction from the Purchaser shall be given any effect unless agreed to in writing by Seller.

If Purchaser has not signed and returned to Seller a copy hereof as aforesaid, purchaser will conclusively be deemed to have agreed to all the terms and conditions set forth herein by submitting to Seller any order, contract, request or delivery instructions for any materials covered hereby or by accepting delivery of such materials and no additional or inconsistent term contained in any such order and/or contract, request or instructions from Purchaser shall be given any effect unless agreed to in writing by Seller, provided however that Seller, at its sole option, may reject any order for materials covered hereby where a copy hereof has not been signed and returned to Seller within the time provided herein.

LIMITATION OF DELIVERIES: Seller's obligation to deliver concrete at prices quoted is limited to deliveries on the project specified within six (6) months after date of quotation unless otherwise specified on the front side thereof. Seller may refuse to commence or continue deliveries at prices quoted on projects not started within a reasonable time or on projects not continuously prosecuted after the commencement of deliveries.

DELIVERIES: Prices and quantities are based upon the wet volume at the time of the discharge from the delivery trucks. Receipt and delivery tickets shall be binding unless immediately disputed. The buyer is required to provide an area suitable for wash down of the truck to meet applicable local, state and national environmental requirements.

DELIVERY OF GOODS AND MATERIALS: Buyer shall provide a minimum twenty-four (24) hours advance notice for delivery stating a specific start time and a specific pour rate. Seller shall have no responsibility for goods lost due to Buyer's failure to maintain the schedule delivery time. Seller will not be expected to hold trucks and equipment available for deliveries to Purchaser, and will not, without reimbursement, hold plants open and equipment available for pours for which adequate and reasonable notice has not been given. Seller will not honor back charges for delays in delivery due to inadequate notice by Purchaser or due to underestimation of quantities for a pour.

POINT OF DELIVERY: Deliveries by trucks are dependent upon accessibility to point of delivery. Roadways shall be deemed inaccessible if trucks cannot proceed with the full load (unless part loads are specifically ordered and agreed to by Seller) under its own power without damage to property or equipment. In the event Purchaser ordered delivery beyond curb line, Seller shall not be liable for damage to sidewalks, driveways, or other property and Purchaser shall indemnify and hold Seller harmless against

any and all and all liability, loss or expense incurred as a result of such damages. All deliveries shall be made subject to applicable regulations governing the standard operating procedure of common carriers.

STANDBY: Prices quoted are based on prompt unloading of trucks Seller reserves the right to make a standby charge \$150.00 per hour per truck for trucks held at the job more than sixty (60) minutes. In case of repeated delay in unloading. Seller reserves the right to discontinue deliveries until conditions causing delay are corrected.

QUALITY AND TESTING: Seller warrants that all cementitious materials, aggregates and admixtures used by it in furnishing concrete pursuant to this quotation shall conform to current ASTM specifications for cementitious materials aggregates and admixtures of the type specified and that all ready-mixed concrete delivered to Purchaser shall conform to applicable requirements of current ASTM Standard C-94. Where quantity of cementitious materials is specified. Seller warrants that the concrete delivered will contain the specified quantity of cementitious material of the type specified within accepted tolerances for ready-mixed concrete. Where strength of concrete is specified and concrete is delivered by Seller. Seller warrants that the concrete furnished will meet or exceed the indicated design strength at the designated age when tested in accordance with the applicable and current ASTM Standards C31, C39, C78, C172, C293, applicable provisions of C94, and evaluated in accordance with applicable provisions of the ACI 318 Building Code. The addition of water to the mix by Purchaser relieves Seller of any responsibility as to strength of concrete provided the slump at time of delivery is equal to or greater than that specified. Where strength of concrete is designed in excess of 4500psi or a "High Early" concrete is required the minimum batch size shall be 3.0 cubic yards for which the Purchaser is required to pay. This quotation does not include any costs incurred for engineering or testing that may be requested by the Customer. Cooling costs or concrete required by the weather or admixtures are also not included in this quotation.

SHORTAGES OF RAW MATERIALS: Seller is not responsible for shortages of raw materials, the classification of any materials as hazardous or strikes, lockouts, fires, accidents, or other causes, natural or otherwise, beyond its control, which delays or cancels the manufacture and/or delivery of ready-mixed concrete, or increases the costs of manufacturing the ready-mixed concrete.

PROJECT INFORMATION: The Buyer agrees to furnish to the Seller, with respect to the goods and materials furnished hereunder, upon oral or written request, with copies of all payment bonds notices of commencements, job addresses and other information the Seller deems necessary to protect the Seller's interest. The Seller shall have the absolute right to provide any necessary notices to third parties or otherwise required to secure lien and bond rights available to the Seller as a matter of common or statutory law.

SELLER MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, OR MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OR OF FUTURE PERFORMANCE OR OF ANY OTHER KIND. Seller's obligation under this warranty shall be limited to replacement or allowance of credit for nonconforming materials as provided herein.

DELAYS: Seller shall have no liability whatsoever to buyer or to any other person for delays in deliveries of orders accepted hereunder resulting for fire casualties calamities, strikes or other labor disputes, war, insurrection, interruption or shortage of utility service or materials, acts or regulations of any governmental body or agency or resulting from conditions or events beyond the reasonable control of seller. Should seller experience any delays or shortages of transportation or materials, seller shall be

permitted to allocate deliveries among its customers, but seller shall exercise due diligence in assuring delivery hereunder

LIABILITY OF SELLER: Seller shall not be liable for loss or damage of any nature after delivery. Seller's only liability and obligation with respect to nonconforming (including defective) concrete shall be to replace such nonconforming concrete at point of delivery, or at Seller's option, to allow credit for such nonconforming concrete, provided that Purchaser shall be deemed to have waived all rights or claims hereunder with respect to nonconforming concrete not reported to Seller within one (1) year after the time delivery thereof to Purchaser. Seller shall have no liability for loss or damage in excess of the price received for nonconforming or defective concrete delivered to Purchaser or for losses or damages of any nature (*including without limitation incidental or consequential damages*) incurred or suffered by Purchaser or any other person or entity in repairing or replacing defective concrete or occasioned by defective concrete and Seller shall have no other responsibility obligation or liability whatsoever with respect to any concrete delivered hereunder whether predicated or alleged breach of contract or negligence or otherwise

TERMS AND PAYMENT: Subject to Seller's approval of Purchaser's credit, invoices will be due and Payable within thirty (30) days following the date of shipment. Any account that is delinquent will automatically have all shipment of materials suspended until such time as the delinquency is corrected or other arrangements have been made. Seller has the right to refuse to deliver to any Purchaser with unsatisfactory credit history or to discontinue deliveries to any Purchaser with a past due account. Any past due account shall bear interest at the rate of eighteen (18) percent per annum in the event the collection of any unpaid balance is placed in the hands of the Seller's attorneys Purchaser shall pay a reasonable attorney's fee.

TAXES: Any Sales, processing or similar tax imposed by any governmental authority which is now or hereafter become applicable to deliveries by Seller shall be paid by Purchaser unless otherwise provided by law in addition to the prices specified herein

GOVERNMENT REGULATIONS: This quotation is made subject to all applicable governmental order, rules and regulations and with respect to construction or the use of building materials.

ENTIRE TERMS OF CREDIT APPLICATION AND SALE AGREEMENT: the entire terms of this Credit Application and Sale Agreement are contained herein. No verbal representations or agreements shall modify the terms hereof. It is anticipated that materials or labor supplied by Seller to Buyer may be initiated through the use of invoices, purchase orders, work orders, or written direction for Buyer to Seller. It is expressly agreed and understood that the terms of this Credit Application and Sale Agreement shall apply to all such purchase orders, work orders, invoices or other writings placed by Buyer to seller. To the extent there is any inconsistency between the Buyers invoice, purchase order, work order or other writing, the Terms and Conditions shall govern.

Company _____

Authorized
Signature _____

Print
Name _____

Date _____