

Casa Redimix Concrete Corp. Terms and Conditions

LP-Late Payment Charges	SC-Surcharge	IIC-Interest Charges	TL-Through Lunch	SUD-Sunday Delivery	WT-Waiting Time	EUT-Excess Unloading Time	UT-Unloading Time	FH-Federal Holiday	SAD-Saturday Delivery	SL-Short Load	RLOC-Return Left Over Concrete	NH-National Holiday	ES-Early Start
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1 **PASS THRU INCREASES:** Where the Seller(s) of any labor or material utilized by Seller(s) in connection with any of the concrete or other material sold to Buyer increases following the execution of this Agreement the price of the affected concrete or other material under this Agreement shall be adjusted by the amount of the Seller(s) increased cost and Buyer agrees to pay the price increase. There will be an environmental surcharge (subject to change) placed on all deliveries of \$20.00/truck trip. Buyer shall pay bridge and tunnel crossing tolls to and from the jobsite as invoiced. Pursuant to DOT weight restrictions on MTA bridges there will be a surcharge of \$37.50 per yard delivered if and when restrictions take effect. The Buyer agrees to pay a \$100.00 returned check fee for any payment by check returned by the Buyer bank for any reason.

2 **MATERIALS:** Seller shall provide all of the Goods set forth in the Contract for the Contract designated project. Buyer shall not utilize any other Seller to provide the Contracted goods for the Contract project unless agreed upon to in writing by both the Seller and Buyer. All quotes are valid for thirty days.

3 **DELIVERY:** All deliveries must be released prior to 8AM on date of pour. Cancellation fees are applicable once orders are released fee to vary based on yardage cancelled and trucks allocated for scheduled delivery (rates can be found in corresponding premium rates on page 1 of quote). Provided order is placed by 12:00 PM on the day prior to delivery and 48-hour notice if order is 100 CY or more Seller(s) agrees to cooperate with Buyer to have material ordered on job at time ordered and continue continuity of said material as requested during normal business hours but DOES NOT GUARANTEE NOR ASSUME RESPONSIBILITY for said time on job or continuity of material. Buyer agrees there will be NO DEDUCTIONS AND/OR BACKCHARGES for late deliveries or loss of continuity of material. In the event Buyer requests special service Seller(s) will when possible supply this service providing said service and charge for service is agreed upon in advance. Seller shall not be liable for any failure or delay in performing obligation under this Agreement that is due to any of the following causes to the extent beyond its reasonable control: acts of God; accident; riot; war; strike; terrorist act; epidemic; pandemic; quarantine; civil commotion; breakdown of communication facilities; breakdown of web host; breakdown of Internet service provider; natural catastrophes; governmental acts or omissions; changes in laws or regulations; national strikes; fire; explosion' generalized lack of availability of raw materials or energy.

4 **SAFETY AND INDEMNIFICATION:** It is the Buyer sole responsibility to maintain the safety of the jobsite. Buyer shall provide safe entrances exits jobsite conditions and activities for Seller's trucks and/or personnel. And an environmentally safe area to wash down trucks chute and/or disposal of excess concrete. Buyer shall be responsible and indemnify and hold harmless the Seller(s) and Seller's employees from any and all claims and liabilities including but not limited to fines and violations from any damage or loss to Seller's vehicles and/or personnel.

5 **WAITING TIME (WT) AND EXCESS UNLOADING TIME (EUT):** Inclusive of mixing time and washing time will be computed on a daily basis allowing 5 MINUTES per CY of concrete delivered. If at the end of billing period total time exceeds allowable time then a charge of \$175.00 per ST hour (\$2.92/min.) will be assessed (not including SAD/SUD/NH/FH). Standard hours of operation for weekday deliveries are loading times of 6:30 AM to 3:00 PM. Any loads required outside of these times are subject to Plant opening (\$312.50/hr) and/or overtime fees (\$150.00/hr per truck). Additional loads required outside of Standard Hours of operation for weekdays are subject to Overtime Plant Opening & Truck Overtime Delivery Rates. Rates can be found under corresponding premium rates on page 1.

6 **RETURN OF LEFT-OVER CONCRETE (RLOC):** Any RLOC for concrete ordered but not used and brought back to the plant cannot be returned for credit and will be subject to a charge of \$75.00 per yard for disposal (subject to change without notice).

7 **SHORT LOADS (SL):** One SL will be allowed with each day's order of at least one full load. There will be a SL charge for any truck loaded under eight yards.

8 **TERMS:** ALL PAYMENTS ARE DUE AND PAYABLE BY CREDIT TERMS STATED ON PAGE ONE OF THE CONTRACT AND/OR WHEN CREDIT LIMIT HAS BEEN REACHED. Invoices not paid within terms will be subject to a service charge of 2% per month (compounded monthly) on the unpaid balance plus all collection expenses included but not limited to legal costs interest and disbursements. In the event these terms are not adhered to material supply may be terminated without notice. In the event payments are not received in accordance with this contract a lien may be placed on the project in default. If payment terms are not met the Seller(s) has the right to either stop deliveries or cancel contract at Seller's option. Upon this action all outstanding invoices will be due and payable immediately. This quotation is an offer which becomes a valid contract upon signing and/or acceptance of delivery of material ordered by Buyer and is not altered by any subsequent purchase order which may be issued by Buyer.

9 **ASSIGNMENT OF FUNDS:** Buyer hereby assigns to Seller(s) payments due from the Seller(s) or Owner in the projects where the materials and used and Seller(s) is authorized to file this document as an Assignment of Funds in compliance with laws of the State of New York.

10 **PREMIUM DELIVERY (SAD/SUD/FH/NH/ES/OT/TL/SLD):** : will be by agreement only and will be assessed and billed accordingly.

11 **QUALITY:** Seller(s) guarantees all concrete and aggregate as follows: (1) All materials used in the manufacture of our concrete shall be of approved sources and/or as agreed upon between the Buyer and the Seller(s); (2) Concrete shall be loaded at the State approved plants within tolerances as specified in ACI-301 and in accordance with testing laboratory approved mix designs; (3) Transportation to jobsite shall be within allowable time and mixed at jobsite to slump as specified by approved mix designs; (4) Buyer at their option may sample material at the discharge chute of the mixer truck and produce test cylinders to be cured and tested in accordance with ACI-301; (5) Seller(s) reserves the right to MONITOR SUPERVISE and/or CONTROL all MIXING and TESTING and further reserves the right to REFUSE DELIVERY in the event material is not HANDLED in ACCORDANCE with ACI-301 and (6) Seller(s) responsibility and guarantee ends at the point of discharge and sampling at the mixer's truck's chute. After acceptance of material at said point the Seller(s) DOES NOT GUARANTEE NOR ASSUME FURTHER RESPONSIBILITY and the Buyer agrees there will be NO DEDUCTIONS AND/OR BACKCHARGES and further agrees to pay for material accepted as billed within Seller's payment terms.

12 **CONDITIONS:** Based on a revision of ACI-301-84 it is now required that the inspection agency shall report all test and inspection results to the concrete supplier immediately after work is performed. PRIOR TO ORDERING controlled materials DIRECT THE TESTING LABORATORY to send us corresponding copies of every mix design and all test results for referenced project commensurate with Buyer's copies of ALL TEST RESULTS.

13 **SHIPPING PRIORITY:** All orders for product from Buyers on open accounts shall be accepted by dispatcher subject to approval by main office. Buyers who pay their bills timely and in accordance with our credit policy shall receive service commensurate with the manner in which they pay their bills. FIRST PRIORITY: Those Buyers whose accounts are paid in full and have a history of prompt payment or payment on delivery. SECOND PRIORITY: Those Buyers whose account balances do not exceed 30 days after credit terms and have not exceeded their credit limit. THIRD PRIORITY: Those Buyers whose account balances do not exceed 60 days and have not exceeded their credit limit. NO PRIORITY: Those Buyers having projects with any type of disputes whatsoever shall not receive service until such disputes are settled. In no event will orders be accepted from any Buyer whose account balance has exceeded 60 days after billing and whose credit limit has been reached unless management shall approve otherwise

14 **INVALIDITY:** In the event that any of the terms and conditions itself herein is declared invalid all of the remaining terms and conditions shall remain in full force and effect.