

In consideration of SiteCrete's promise to deliver concrete to PURCHASER, PURCHASER agrees to the following:

All orders are priced with the consideration that the amount of concrete requested by the PURCHASER, will be rounded to the nearest half-yard.

All orders are for street curb delivery, PURCHASER will assume all responsibility for any damage where delivery is made inside of the curb or off public roadways and property lines, including curbs, sidewalks, and driveways. Extra costs required to get in and/or out of the job site will be passed onto the PURCHASER.

SiteCrete is not liable for materials tracked onto public roads from the job site. Furthermore, PURCHASER agrees to pay for all towing costs, stand-by time, and damage to the SiteCrete vehicle incurred because of PURCHASER's, or PURCHASER's agent(s), delivery instructions, or incurred as a result of the condition of the PURCHASER's property, such as a vehicle becoming stuck.

No claims for delays encountered by PURCHASER in delivery will be allowed as all deliveries are made to the best of SiteCrete's ability and dispatch. SiteCrete allows PURCHASER an unloading time of ten (10) minutes per cubic yard; thereafter, SiteCrete charges \$120 per hour or \$2.00 per minute. If, upon arrival, the delivery is not able to be completed to the property or facility due to no fault of SiteCrete and cancellation was not made within the specified time frames stated below, PURCHASER agrees to pay a \$100 non-delivery/cancellation fee to compensate SiteCrete for the attempted delivery (within 4 hours of scheduled delivery time unless weather-related, and then there would be a 2-hour window).

If SiteCrete personnel are present on-site and the contractor is not ready to commence pouring within thirty (30) minutes of the scheduled time, SiteCrete reserves the right to leave the site and reschedule the concrete pour. A cancellation fee of up to one hundred dollars (\$100.00) may be applied, subject to the specific circumstances of the delay.

PURCHASER understands and acknowledges the risks and dangers associated with this product including, without limitation, the potential for serious bodily injury; equipment failure; wearing of improper clothing for handling concrete; negligence, and situations beyond the immediate control of SiteCrete. PURCHASER forever releases SiteCrete from any claims and causes for personal injury, property damage, or wrongful death. PURCHASER is 100% liable for all medical and legal expenses incurred because of any injury or property damage.

PURCHASER must provide a proper washout location on the job site property, and trucks will not be permitted to wash or rinse into gutters or storm drains. If no proper washout location is available onsite, then PURCHASER agrees to pay a \$50 washout fee.

Unless prior arrangements are made, payment is due within 30 days from the date of the invoice. All quoted prices are subject to applicable federal, state, and local taxes and are based on FOB (Free on Board) delivery at the job site, provided that site access roads are suitable for transportation. Payments may be made online at www.sitecrete.com, or mailed to the address on the invoice, or in person at our office. A service charge of 1.5% per month (19% annually) will be applied to all past -due accounts. Additionally, a \$25 fee will be charged for each returned check due to sufficient funds (NSF).

SiteCrete's warranties are limited to those outlined in these Standard Terms and Conditions. All other warranties are excluded. Seller assumes no liability for volumetric concrete to which materials have been added that were not supplied by SiteCrete.

SiteCrete assumes no liability for concrete that is poured during weather conditions not recommended for placing concrete. The Seller is not responsible for concrete failures attributable to excessive water requested by PURCHASER to be added to the mix or by finishing techniques not approved by the American Concrete Institute.

SiteCrete is not liable for variations in concrete air content caused by pumping. The risk of variations proven by testing at the truck discharge and at the pump hose discharge will be assumed by the PURCHASER.

All concrete curing and testing for 28-day strength acceptances must be to ASTM C-31 standards. Additional testing due to low strengths because of failures to comply with ASTM Standards shall be at "At Fault Party's" expense. SiteCrete reserves the right to adjust material charges if the quantity delivered exceeds the amount originally ordered.

By accepting SiteCrete's services, PURCHASER acknowledges and agrees to our Terms and Conditions in Full.