

TERMS AND CONDITIONS OF PURCHASE OF CONCRETE

Customer is purchasing the concrete and/or other materials described on the deliver ticket and/or on the quotation from Ohio Ready Mix, LLC., hereinafter referred to as Supplier, upon the following terms and conditions.

- 1. DELIVERY AT PUBLIC STREET.** Pricing of materials is based upon delivery at the job site boundary line with a public street. If delivery is requested other than at a public street Customer will provide and maintain a private street or roadway accessible to and suitable for use by Supplier's trucks and equipment from the public street to the place of delivery and customer assumes any responsibility for damage done to the job site.
- 2. CUSTOMER INDEMNIFICATION.** If Customer requests delivery of the concrete within the boundary lines of the job site, Customer assumes responsibility for damage to Supplier's equipment or to the property or others, e.g., sidewalks inside driveways, buildings, trees or shrubbery. As an inducement to Supplier to make delivery inside the property lines of the job site (but without Supplier being obligated to), Customer agrees to release, indemnify and hold Supplier harmless from any claim, loss liability, cost or expenses (including reasonable attorney's fees) arising out of or resulting from damage to the property of the Customer, Supplier or others incident to such delivery.
- 3. ACCEPTANCE OF DELIVERY.** Customer will accept delivery of the concrete at the job site and will provide facilities and conditions that will enable each Supplier truck to be unloaded within a period of time after arrival of the truck, at the job site equal to 10 minutes for each cubic yard of concrete. Customer agrees to pay a demurrage charge of \$1.25 for each additional minute beyond 10 minutes per cubic yard of concrete to be unloaded that the truck is required to remain at the job site due to Customer's failure to accept the concrete and/or provide adequate facilities and conditions for unloading concrete within the time described in this Section. Demurrage charge subject to change without notice.
- 4. QUALITY OF CONCRETE.** Supplier warrants that the materials used in the production of this concrete meet the appropriate A.C.I. and A.S.T.M. standards. Supplier also warrants that this concrete is proportioned to meet the requirements shown on this quotation and/or delivery ticket. In the event that this concrete does not meet the material or proportioning requirements, Supplier's liability is limited to providing replacement material only. Adding water to this concrete at job site will reduce the strength of this concrete. Customer expressly assumes any risk associated with the addition of water or any other material to the concrete at the job site and releases and indemnifies Supplier from any loss, liability, cost or expense, including reasonable attorney's fees incurred by Supplier arising out of or attributed to addition of water, workmanship of the contractor using this concrete, likewise Supplier is not responsible for the affect that climate and weather conditions have on the placing, finishing, and/or curing of the concrete.

5. **CONSEQUENTIAL OR INCIDENTAL DAMAGES.** Supplier shall not be responsible for consequential or incidental damages, and its liability to the Customer hereunder shall be limited to the price of the product only.
6. **CUSTOMER'S INDEBTEDNESS.** This document shall constitute evidence of Customers indebtedness to Supplier for the price of the concrete delivered. Customer acknowledges that payment of the purchase price is due upon delivery of the concrete and promises to pay the indebtedness to Supplier upon delivery. If the purchase price is not paid following this delivery, Customer shall pay Supplier a finance charge at the rate of twenty-four percent (24%) per annum on any unpaid portion. Customer will pay Supplier all costs and expenses, including reasonable attorney's fees, incurred by Supplier in attempt to collect any unpaid portion of the purchase price for the concrete.
7. **CREDIT APPLICATION TERMS.** The terms and conditions set forth in the Customers Application for Credit to Supplier are expressly made applicable to the sale and purchase of the concrete described on the front of this quotation and/or delivery ticket. Our quotation is based on a normal 5 day work week.
8. **MINIMUM LOADS.** The price quoted is based on a minimum five (5.00) cubic yards delivery.
9. **ENTIRE AGREEMENT/NO ORAL MODIFICATION.** Except as otherwise specifically indicated herein, this Agreement, and the delivery ticket and/or quotation incorporated herein, contain the entire agreement of the parties and supersedes any and all prior understandings, agreements, representations and negotiations between them respecting the subject matters hereof. Further, the terms and conditions of this Agreement can only be amended or changed by a written document signed by Customer and Supplier.
10. **SUCCESSORS IN INTEREST.** Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective successors and permitted assigns.
11. **VENUE.** The parties hereto hereby designate the courts sitting in Logan County, Ohio, as the courts of proper and exclusive subject matter and personal jurisdiction and venue of and for any and all actions and proceedings relating to this Agreement; hereby irrevocably consent to such designation, jurisdiction and venue; hereby waive any objections or defenses relating to jurisdiction or venue with respect to any action or proceeding initiated in any of said courts; and agree that service of process or notice in any such action or proceeding shall be effective if deliver.