

**Light Loads Concrete, LLC General Terms, Conditions and Warnings**

1. **Light Loads Concrete, LLC will not batch a scheduled customer load until Voice communication is made One Hour prior to scheduled delivery. If no voice communication is established within a half hour prior to scheduled delivery, then the delivery is considered canceled, and subject to cancellation charges.**
2. **PAYMENT:** Terms of payment to customers of approved credit are net cash on or before 30 days following delivery. In the absence of any such credit terms, all deliveries under this contract are "collect on delivery" (COD). **Light loads Concrete may charge a fee of \$25.00 on COD's if Payment is not present at time of delivery.** Accounts are considered delinquent if payment has not been received in our office by 30 days following purchase. Delinquent accounts shall be placed on a cash only basis for future purchases until the delinquency is paid in full. **Please add \$50.00 on 30-60 day accounts.** Credit cards are now accepted at this time. Purchaser shall make all payments due hereunder in lawful money of the United States and in the accordance with the above terms, without any retention **and without regard to any agreement Purchaser may have with other parties.** Should legal action be necessary to collect this invoice, whether or not suit be instituted, Light Loads Concrete, LLC shall be entitled to recover reasonable attorney fees and costs, including appeals, bankruptcies and post-judgment collection efforts. It is agreed that any suit brought under any contract or agreement with customer shall be in King County, WA. Light Loads Concrete, LLC routinely exercises their right to send materialman's notices on all jobs. All Federal, State, and local taxes, assessments, fees, duties and charges leveled by reason of this proposal are in addition to prices quoted and shall be paid by purchaser. NSF/Returned checks are subject to a handling charge and are not re-deposited. Light Loads Concrete, LLC requires NSF checks to be replaced with cash or cashier's check. **Lack of purchase order or job numbers do not affect the terms of sale.**
3. **FEES:** A Winter heat charge will be in effect during the period of November 15-March 15<sup>th</sup>. A standby charge will be assessed for concrete loads that exceed thirty (30) minutes for 1, 1.5, & 2 yard orders and forty (40) minutes for 2+ yards unloading time on the jobsite. Concrete deliveries between 4:00 pm and 6:00 pm **are not guaranteed** and will be subject to an **overtime charge**. This time will be calculated from "time truck leaves plant" until "back at plant". Saturday deliveries will be assessed at a premium. A pump "blow back" fee may be added due to clean-up process. All orders cancelled after 1 pm the day prior to pour are subject to cancellation fee of \$50.00. All orders cancelled the day of pour are subject to a cancellation fee of \$150.00. **All Scheduled multiple loads to same site in same day will be billed at normal prices. If purchaser cancels any load after the first, the purchaser will be liable for regular charges on the remaining scheduled loads.** Please contact Light Loads Concrete to confirm above noted charges.
4. **SCHEDULING:** **Purchaser understands that Light Loads Concrete, LLC depends on its suppliers to be able to supply Light Loads Concrete, LLC with material. Light Loads Concrete, LLC holds no responsibility or obligation if the supplier closes, delays, or somehow otherwise can not supply Concrete to Light Loads Concrete.** Changes or variations for original delivery request shall be conveyed through Seller's dispatch phone and no other. Tentative orders will be subject to cancellation if not confirmed by 12pm the day prior to pour. All orders cancelled after 1 pm the day prior to pour are subject to cancellation fee of \$50.00. All orders cancelled the day of pour are subject to a cancellation fee of \$150.00. **All Scheduled multiple loads to same site in same day will be billed at normal prices. If purchaser cancels any load after the first, the purchaser will be liable for regular charges on the remaining scheduled loads.**
5. **DELIVERY CONDITIONS:** All concrete deliveries will be made in concrete transit mixer trucks unless otherwise noted. Signed Purchaser has requested Light Loads Concrete, LLC (Seller) to make use of a path for the delivery of materials and access to the project requiring trucks to travel beyond the boundaries of the nearest traveled public road / highway. Seller has advised that due to the size and weight of trucks, damage to the premises and/or adjacent property, or personal injury may occur and that trucks may become damaged, disabled or stuck if Seller makes use of the path requested. Seller has further advised that it is their policy that deliveries requiring the Seller's trucks travel beyond the nearest public road / highway to obtain access to the job site are at the risk of the Purchaser and that Seller assumes no liability for property damage or personal injury that may result. Purchaser agrees to assume responsibility to Seller and third parties for property damage, personal injuries, truck towing and winching expenses, and/or

damage to Seller's truck should the trucks become damaged, disabled or stuck as a result of Seller making use of the path requested or for the delivery of materials and access to the project site. Purchaser also agrees to indemnify, hold harmless, and defend Seller from any claims, demands, losses, and liabilities to or by third parties arising from, resulting from, or connected with the use of the requested path for the delivery of materials whether such claims may prove to be true or false, regardless or fraudulent to the full extent permitted by law and subject to the limitations below. Purchaser's duty to indemnify Seller for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) Light Loads Concrete or its agents and employees, and (b) the Purchaser shall apply only to the extent of the negligence of the Purchaser or its agents and employees. For the purpose of the Purchaser's indemnification only, the Purchaser specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act. Title 51 RCW. This waiver does not permit a direct action by the Purchaser's employees against the Purchaser. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under worker's compensation acts, disability benefit acts, or their employee benefit acts. This promise of indemnity specifically applies in the case of injuries to the undersigned's own employees. The undersigned's duty to defend, indemnify and hold Seller harmless shall include, as to all claims, demands, losses, and liability to which it applies, Seller's personal related costs, reasonable attorney fees, court costs, and all other claim-related expenses, including attorney's fees and other costs incurred by Seller to enforce and establish its right under this agreement. Upon Seller's tender of defense under this Agreement, the Purchaser agrees to appoint counsel of Seller's choice to defend against third party claim(s). Such counsel will be at the sole expense of the Purchaser.

6. POINT OF ACCEPTANCE: The Buyer's point of acceptance is at the truck chute. Seller will not accept responsibility for physical changes of the concrete caused by job delays, delivery systems, placing equipment, or circumstances beyond our control.
7. CONCRETE TESTING: Purchaser agrees that all ready mix concrete testing, including concrete strength testing for acceptance, shall be of said tests. Notification of deficient UBC and ACI and that Seller will be provided with a copy of all test results within three (3) working days of the performance of said tests. Notification of deficient concrete compressive strength test results. Purchaser agrees to notify Seller in writing within twenty-four (24) hours of deficient concrete compressive strength test results to retain test specimens, and to make them available to Seller for further inspection and testing.
8. ADDITION OF WATER AND/OR FOREIGN MATERIAL: If water and/or foreign material is added to the concrete by or at the request of the Purchaser, its employees, agents, contractors or subcontractors, Purchaser accepts the concrete as delivered and waives all right to reject, revoke, acceptance or assert any claim for breach of any warranty and Seller is not responsible for strength or properties of the concrete.
9. WARRANTY: Seller warrants that the compressive strength of ready mixed concrete test specimens tested for acceptance in accordance with ASTM will meet the design strength for the mix design sold under this contract. Seller warrants the aggregate material sold under this Contract meets the description and specifications for the same set forth in this Contract. No other warranties, express or implied, are made with respect to such construction materials, whether they be warranties of fitness or warranties of merchantability. **Purchaser's exclusive remedy for breach of this warranty shall be to require Seller to refund the purchase price.** No consequential damages may be claimed by Purchaser against Seller in connection with any breach of this Agreement or breach of warranty herein. THE PRECEDING WARRANTY IS IN LIEU OF AND SELLER HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE.
10. CLAIMS AND BACKCHARGES: Purchaser's exclusive procedure for commencing claims under this Contract against Seller for any reason, including breach of contract or breach of warranty, shall be as follows. Notice of claims against Seller for any reason, including but not limited to breach of contract or warranty, must be given to Seller in writing within three (3) working days after discovery or when discovery should have been made. The written claim shall include the reason(s) and grounds for the claim and the dollar amount or relief sought. FAILURE OF PURCHASER TO GIVE SUCH NOTICE WITHIN THREE (3)

WORKING DAYS SHALL CONSTITUTE A WAIVER BY PURCHASER OF ITS RIGHT TO LATER MAKE ANY SUCH CLAIM. If a dispute arises and cannot be resolved the parties involved agree to blinding arbitration through non-legal personnel.

- 11. TITLE RISK OF LOSS: Unless otherwise expressly stated herein, title to the materials sold hereunder shall remain with Seller until Seller has received full payment for the same. Risk of loss of the materials sold under this Contract shall pass to the Purchaser upon delivery of the same, at the place of delivery designated herein. Thereafter, in addition to assuming all risk of loss, Purchaser shall be responsible for compliance with all governmental regulations and ordinances with regard to storage or placement of the same and shall indemnify and hold Seller harmless against all claims for personal injuries, including death, and property damage arising from the storage, use or handling of said materials.
- 12. CONCRETE WARNINGS: Injurious to eyes. Causes skin irritation. Avoid contact with eyes and skin. Wear waterproof gloves, a fully buttoned long-sleeved shirt, full length trousers, and tight fitting eye protection when working with these materials. If you have to stand in wet concrete, use waterproof boots that are tight at tops and high enough to keep concrete from flowing into them. If you are finishing concrete, wear kneepads to protect knees. FIRST AID if dust is inhaled, remove to fresh air. Get medical attention if irritation persists. Wash wet concrete, mortar, and cement admixtures from your skin with fresh, clean water immediately after contact. Indirect contact through clothing can be as serious as direct contact, so promptly rinse wet concrete, mortar, cement or cement mixtures from clothing. Seek immediate medical attention if you have persistent or severe discomfort. In case of eye contact, flush with plenty of water for at least 15 minutes. Consult a physician immediately. KEEP OUT OF REACH OF CHILDREN. USER AGREES TO CONVEY THIS WARNING TO ALL PERSONS WHO MAY USE OR COME IN CONTACT WITH WET (UNHARDENED) CONCRETE, MORTAR, CEMENT, OR CEMENT MIXTURES.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Company Phone / Fax

\_\_\_\_\_  
Signature of Authorized Company Officer / Purchaser

\_\_\_\_\_  
Date

FAX **ALL (3) THREE** PAGES Back To 253-630-3254

Or Mail

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