

TERMS AND CONDITIONS

Concrete orders in excess of required amount by owner or owners' representative may not be returned for credit. All ordered Concrete is to be unloaded in its entirety at one designated job site, no concrete will be delivered to another job site due to miscalculations of amount of concrete required. All extra concrete to be returned to the plant for disposal. Any claim for damage or shortage must be noted on the delivery ticket. The seller shall be given full opportunity to investigate any exception or claim, but in no event shall the seller's liability exceed the purchase price of the material against which claim is made. Once concrete is loaded into the ready-mix concrete truck it is considered batched and is the owners, or owners representatives.

The purchaser agrees to accept responsibility for interpretation of project specifications and drawings and to assure that the product as ordered will serve its intended function. The seller is only a provider of a product, not a subcontractor, Engineer, or Architect. Approval of materials and designs is the responsibility of the owner, job architect or Engineer to verify mix specified will meet intended use. Universal Concrete, LLC does not provide mix strength or use recommendations.

1. **Notice and Delivery** Seller will make reasonable efforts to deliver ready mix concrete and grout to the locations at the times and quantities requested by Buyer, provided Buyer schedules with Seller the deliveries during normal working hours and not less than twenty-four hours in advance of the requested deliveries. Seller is authorized to make deliveries requested by Buyer's personnel and agents, including its purchasing managers, project managers, superintendents, foreman subcontractors and concrete placers and finishers. Seller has no liability whatsoever resulting from delay regardless of the reasons. Buyer will be charged for each delivery request and will not be entitled to a credit unless the delivery is canceled prior to the batching and loading operations occurring.

2. **Ready Mix Concrete/Grout.** Seller has available certain standardized concrete and grout mixtures. Information on these standardized concrete and grout mixtures is available at the offices of Seller or upon request. If Buyer desires a different concrete or grout mixture, it shall provide in writing the design and proportioning of the concrete or grout mixture to Seller, specifying materials readily available to Seller, and Seller will assign a unique mix code name for such concrete or grout mixture. Seller shall not be responsible for the performance of the concrete or grout mixtures specified by Buyer or others including the 28-day strength. The ready-mix concrete and grout mixtures will be batched, mixed and delivered to Buyer in accordance with ASTM C94. The ready-mix concrete and grout are being provided by the cubic yard. Any verification of yield shall be in accordance with ASTM C94 using fresh concrete unit weight method. Buyer acknowledges that the amount of concrete and grout ordered mixtures are sampled and tested in accordance with ASTM C172 and ASTM C31 and the grout mixtures are sampled and tested in accordance with ASTM 1019, by a certified American Concrete Institute Grade 1 Concrete Field-Testing Technician. This warranty is given and accepted in lieu of all other warranties on the part of the seller, express or implied. All implied warranties including the implied warranties of merchantability and fitness has been determined by the buyer, and the Buyer assumes full responsibility therefor and shall hold Seller harmless regarding the adequacy of the amount of ready-mix concrete and grout ordered. Buyer further acknowledges that Seller is not responsible and has no control over the placing and handling of the concrete and grout during and after unloading the delivery truck, and Buyer assumes full responsibility therefor and shall hold Seller harmless regarding the placement, curing, and finishing of the concrete and grout. Buyer is responsible for hiring competent, experienced, and licensed concrete contractors for proper placement, handling, finishing, and curing of concrete. Seller will not be responsible for any defects due to improper finishing, or curing techniques failure to protect concrete while being placed and finished resulting in cracking, plastic or shrinkage of concrete due to contractors lack of experience and or not following "Best Practices" within industry standards voids all warranties implied or expressed.

3. **Inspection.** Buyer shall inspect the ready-mix concrete and/or grout at the time of delivery. Failure of Buyer to identify and notify Seller's home office of all suspected or known defects and/or nonconformities, in addition to noting such on the delivery ticket, shall be an unqualified acceptance of the concrete and/or grout.

4. **Pricing.** The prices quoted to Buyer are based upon current costs and conditions as of the date of Seller's quotation. Also, pricing is based upon delivery locations being safe, readily accessible for a concrete trucks size and weight. With deliveries occurring during normal operating hours (6a.m. to 6p.m.), Monday through Friday, excluding Federal and local Territory holidays. Also, a unit price will be set by Seller for any nonstandard concrete and grout mixtures, upon receipt by Seller of the design and proportioning of the concrete or grout mixture provided by Buyer. All sales and taxes shall be in addition to the prices quoted. The prices quoted do not include cost of inspection or tests.

5. **Warranty and Limitation of Liability.** Seller warrants that its standardized concrete and grout mixtures will meet the minimum 28-day strengths, provided the concrete FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED. SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT OR TORT. Seller's liability to Buyer arising out of the manufacturing or delivery of the concrete and/or grout shall not exceed the cost of correcting defects in the concrete and/or grout, but shall, in all events, be limited to the purchase price of the concrete and/or grout. Seller does warrant and shall have no liability for any ready-mix concrete or grout that has materials or water added to it by or at the direction or request of Buyer's personnel, agents, and subcontractors.

6. **Additional Charges.** Additional Charges. Seller may charge Buyer an hourly unloading fee of \$100.00 per hour should any delivery truck not be unloaded within the allowed discharge time of (6) minutes per cubic yard after arriving at the place of delivery.

7. **Unloading.** Buyer shall provide suitable roadways and approaches to points of delivery beyond the public roads. Buyer shall provide safe areas for the ready-mix concrete trucks to be unloaded as well as provide adequate locations and contained areas where Seller may WASHOUT and clean delivery trucks to avoid tracking mud, dirt, rocks, debris, or concrete onto public roads. Buyer shall be responsible for complying with all environmental laws regarding the washout of the ready-mix concrete and grout delivery trucks and shall indemnify Seller from all liabilities arising from such environmental laws.

Buyer shall be responsible for all liability for damage to sidewalks, driveways, other properties, and persons incurred as a result of deliveries beyond the curb line. Buyer shall pay for any wrecker or similar charges associated with getting the delivery truck into and out of the job site or delivery location.

8. **Payment.** Subject to the provisions of Section 11, Buyer shall make payment of each invoice within 15 days of invoice date, not date received for buyers who have established credit accounts. Slow pay, late pay will result in suspending all deliveries until made current. At which time it is management's discretion to allow continued extension credit.

9. **Interest and Collection.** Any payment not made when due shall be subject to a charge of one and one-half percent (1-1/2%) finance charge per month or the highest legally permissible finance charge, whichever is less, on the unpaid balance. Buyer shall pay all costs and expenses incurred in collecting sums due or owing, including court fees and costs, attorneys' fees, and expert witness fees, arising before, during, or after trial, including any costs, attorneys' fees, or expenses incurred in any appeal there from.

10. **Shipments Subject to Payment.** If Buyer fails to make full and timely payments on any invoice, Seller may defer further deliveries of Materials until such payments are made, or may, at its option, cancel in whole or part any further deliveries.

11. **Credit Approval.** The sale and delivery of concrete and/or grout shall always be subject to the approval of Seller's management, and Seller may at any time decline to make any delivery of such materials except upon receipt of payment or upon terms and conditions or security satisfactory to Seller's management. If Buyer has not been approved for a charge account, it must pay the ready-mix concrete or grout in advance before delivery.

12. **Indemnification.** To the fullest extent permitted by law, Buyer shall defend, indemnify, and hold Seller and its affiliates, officers, directors, employees and agents wholly harmless from any claims, damages, costs, suits by any person or persons, losses, and expenses, including attorneys' fees, arising out of or resulting from the use of the concrete and/or grout.

13. **Waiver, Alteration or Modification.** No waiver, alteration, or modification of these terms and conditions shall be binding on Seller unless in writing and signed by an officer of Seller.

14. **Applicable Laws.** This Agreement shall be governed by the laws of The United States Virgin Islands

15. **Force Majeure.** In the event of war, flood, strike, labor trouble, accident, riot, act of government authority, terrorism, explosion, embargo, civil or military authority, changes in market conditions relating to costs or availability of raw materials, commercial impracticality, or contingencies beyond the control of Seller interfering with or affecting the production or transportation of the concrete and/or grout or with the supply of any raw material used in connection therewith, Seller may, at its option, cancel, in its entirety or portion there of any and all orders without compensation to buyer.

16. **Concrete users information:**

Inhalation of wet products is not foreseeable route of exposure. If dust from the material is inhaled, remove victim to fresh air and keep at rest in a position comfortable for breathing. If the individual is not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Inhalation of large amounts of Portland cement requires immediate medical attention. Call a poison center or physician.

Never give anything by mouth to an unconscious person. Do not induce vomiting. Rinse your mouth with water and afterwards drink plenty of water. Get immediate medical attention. In case of contact get medical attention immediately. Call a poison center or physician. Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 30 minutes. Chemical burns must be treated promptly by a physician. Wash off with plenty of water. Remove contaminated clothing and shoes. Launder contaminated clothing before reuse. If skin irritation or rash occurs: Get medical advice/attention.

As with skin contact, remove contaminated clothing and flush with copious amounts of water. Flush affected area for at least 15 minutes to minimize potential for further absorption. Seek medical attention if significant portions of skin have been exposed. May cause skin burns. May cause serious eye damage and injury. May cause allergic skin reactions. Carcinogen: breathing crystalline silica can cause lung disease, including silicosis and lung cancer. Crystalline silica has also been associated with scleroderma and kidney disease. May cause respiratory irritation. May cause damage to lung through prolonged exposure. It is the user's responsibility to protect themselves from exposure and familiarize themselves with safe handling of concrete and its included products and admixtures. Full SDS Sheet available upon request for Portland Cement and Admixtures used.