



## Concrete Delivery Terms & Conditions

**CONTINGENCIES** - Mershon Concrete will not be responsible for, and customer agrees to accept all liabilities for Mershon's failure to make delivery when prevented by strikes, including coal strikes, labor troubles, accidents or necessary repairs to machinery, fire, floods, inability to obtain transportation or in the event of inability to obtain at reasonable costs, electric power, coal, or operating materials or machinery, or by reason of any other contingencies beyond our control.

**OVERTIME DELIVERIES** - An additional charge will be made for all deliveries at job site before 7:00 A.M. or after 4:00 P.M. on weekdays, and for all deliveries on Saturdays, Sundays and all legal holidays. Prices for overtime on holiday deliveries will be quoted on application.

**DELIVERY CONDITIONS** - The Purchaser agrees to provide suitable roadways or approaches to points of delivery when materials are to be delivered by trucks in places other than on paved streets. If such suitable roadways or approaches are not provided or if any of suitable roadways are being picketed, blocked or with impaired access, Mershon Concrete reserves the right to refuse deliveries until the conditions are remedied. In the event Purchaser orders delivery beyond curb lines, Mershon Concrete will not assume liability nor will it be liable for damage to sidewalks, driveways, or other property, and Purchaser hereby agrees to indemnify and hold Mershon Concrete harmless against all liability, loss and expense incurred as a result of such delivery.

The Purchaser further agrees to protect, indemnify, and save the Seller harmless against any and all claims, demands and causes of action on account of bodily injuries to or death of any person or persons, or damage to any property or project, including loss or use thereof, arising out of or resulting directly or indirectly from the work to be performed by the Purchaser, unless such injury or damage be caused by the sole negligence of the Seller; the Purchaser shall bear any expense, including counsel fees which the Seller may incur by reason of any such claims or demands, whether real or alleged, and the Purchaser, if requested, shall assume and defend, at his own expense, any such suits.

DAMAGE TO TRUCKS AND EQUIPMENT - Purchaser agrees that any and all costs for repairs or towing to Mershon Concrete's trucks and/or equipment resulting from the Purchaser's method or location of unloading or from any other cause while so unloading, or due to the Purchaser's negligence while on the site of the work, shall be borne by the Purchaser. It is further agreed that if conditions are not corrected and damage is continued, Mershon Concrete reserves the right to discontinue deliveries until the cause for the damage has been eliminated.

ADDED INGREDIENTS - If at any time water or other material(s) is added to the concrete by the purchaser or at his request, Mershon Concrete is no longer responsible for either the slump or the strength of the concrete so treated.

STRENGTH - The strength of concrete appearing on this invoice is based on a slump range of 3 to 4 inches when tested in accordance with the American Society for Testing Materials specifications for Ready Mixed Concrete.

COLOR DEVIATIONS - Due to deviations beyond our control, no warranty is expressed or implied with regards to color consistency from load to load.

ESTIMATES - Mershon Concrete will not be responsible for the correctness of any Quantity Concrete Estimates made by any representative of Mershon Concrete or anyone else.

CUSTOMER ASSUMES ALL RESPONSIBILITIES FOR WASHOUT.

CANCELLATIONS - The Purchaser hereby assumes the cost of all concrete not cancelled prior to batching.

HOLDING CHARGE AND PAYMENT - Holding charge will be charged in used 15 minute increments. Payment shall be COD unless previous arrangements have been made. Purchaser agrees that should collection of monies owed for delivery be placed in the hands of an attorney, Purchaser agrees to pay a reasonable minimum attorney's fee of thirty three percent (33%) in addition to any court costs and interest at the rate of twenty four percent (24%) annually.

OTHER TERMS - No additional terms or conditions except those made in writing and signed by an officer of Mershon Concrete may be added to this Purchase Agreement.