



Tank 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.

The Purchaser's obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Purchaser under the worker's or workmen's compensation acts, disability benefit acts or other employee benefits acts.

DAMAGE TO TRUCKS AND EQUIPMENT - Purchaser agrees that any and all cost 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.

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.

FINANCE CHARGE - A finance charge of 1 1/2% per month (Annual Percentage Rate of 18%) will be added to all past due balances. If an account remains past due for 90 days a default finance charge rate of 2% per month (Annual Percentage Rate of 24%) will be added. The minimum Finance Charge is \$1.00 per month.

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.