



12672 WCR 6 ¼
Fort Lupton, CO 80621
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www.arcoconcrete.com

Terms and Conditions

Thorough review of Arco Concrete's terms and conditions is required before any order can be processed and entered into production queue. Understanding the detailed terms and conditions is vital to processing and setting expectations accordingly. DO NOT sign this document if you do not agree to following and/or do not completely understand what is being stated. It is your responsibility, as the customer, to seek guidance from a qualified representative of Arco Concrete in the event you do not understand any part of this document. Not reading or not understanding the following terms and conditions is considered unacceptable grounds for any company policy, procedure, or processing adjustment.

1. Estimated times of completion

Estimated Time to Completion (ETC) – The time in which it will take to complete the order in its entirety. This includes estimating when the job will come up on the production queue, complete form building, start production, production time, and cure time.

Forecasting job completion dates in custom precast concrete is especially difficult. This is due to the inherent nature of creating unique products and wide spectrum of offerings custom precast encompasses. ETC's are a combination of approximated production time, cure time, position in production queue, and an educated estimation by experienced staff members. We continue to monitor production times and adjust our system to better deliver this information more accurately to our customers but cannot guarantee any date of completion.

ETC's do not begin until the job/order is entered into our production queue. Jobs will not be entered in until we have received the following:

- Signed Proposal
- Signed Terms and Conditions
- Signed and 100% approved shop drawings. Revisions post initial approval and being entered into production queue may further delay ETC and alter position in queue.
- Deposit – 50%

*** All four steps must be complete before order will be entered into production queue. No exceptions to this rule will be granted.



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Some extenuating factors that can delay order completion dates:

- Weather
- Equipment malfunction
- Holidays
- Staff fluctuation
- Supply chain lead times and/or supplier related delays
- Missing information required for production

ETC's are estimates and not a guarantee. We do everything we can to meet customer needs but **do not** guarantee any timeline, deadline, or delivery date. It is our mission to deliver high quality precast products in a timely manner that meets or exceeds customer expectations.

2. Payments & Pricing

Deposit is required for all custom projects regardless of approved account terms. If you are a customer with approved credit, the balance after deposit payment may be paid based on term details.

Deposit is 50% of total amount. For proposals over \$50,000 deposit amount may be negotiable.

Cash On Delivery (COD) customers must make balance payment prior to or on day of delivery. If credit or debit card is used over the phone a 4% processing fee will be incurred for payments over \$1000. Checks are also accepted but will be requested by delivery driver prior to dropping of product.

If a check, or other balance payment, is not received upon delivery, the product will be returned to manufacturing facility. Additional delivery charge will be incurred and rescheduling of delivery will not take place until balance is paid in full.

Partial loads will have a prorated amount due based on what is being delivered.



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3. Shop Drawings

Shop drawings are used to verify all pertinent details for the pieces being produced. They are designed to easily identify specific components for both the customer and our form building process.

Shop drawings are a representation of what is to be produced. **It is the customers responsibility to verify all dimensions and details.** Providing an existing piece for replication does not dismiss customer's responsibility of proper review and approval of shop drawings produced and submitted for customer approval.

Shop drawings must be marked as approved by the customer before we will enter the order into production. Marking shop drawings as approved as noted is not final approval. Marking approved but having exceptions not detailed are also not a means for approval.

Typical shop drawings include a single revision and resubmission. Projects requiring multiple revisions are indicative of incomplete design. Shop drawings that require multiple revisions may be subject to design charges at \$150 per hour for time spent beyond initial resubmittal.

Arco Concrete will not be held liable for delays due to the development of shop drawings. Providing all necessary information to produce accurate and complete shop drawings is the responsibility of the customer. Arco draftsman will not reach out to other business entities in search of pertinent information. All information must be provided by person or business detailed on signed proposal.

4. Engineering Requirements

Engineering is not included in producing shop drawings and considered a separate service. If engineering is required, it must be requested and detailed in proposal. Engineering will be paid by the customer with payment in full.

Arco concrete is not liable for product that is not properly engineered for its application. We build in accordance with customer's design and inherent limitations.

Recommendations by Arco Staff cannot be used in lieu of proper engineering and stamp of approval.



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5. Scope

If scope of work to be performed detailed in proposal is different than approved shop drawings; the price for changes will be adjusted accordingly. All changes to project are subject to additional costs.

Arco Concrete does not provide installation of any kind.

6. Cancellations

Cancellations must be submitted in writing by person or business entity that places order. Verbal cancellations are not considered a valid means of cancellation submission after shop drawings have already been produced.

All cancellations that take place after entry into production queue (Signed proposal, deposit, and approved shop drawings) will be charged a fee of 15% of order total. Cancellation fee will be in addition to cost of purchased material, work performed, forms assembled, and product completed up to cancellation date. All materials and forms will remain the property of Arco Concrete, Inc.

Mainline or non-custom product may be returned upon inspection and will include a 15% restocking fee. Broken and/or damaged product will not be issued any form of credit.

7. Quality (Include understanding your product)

Arco concrete abides by PCI quality guidelines. For more detailed information visit www.pci.org.

Precast concrete has imperfections that are inherent to the product and should always be expected. We abide by the PCI guideline rules in determining if finished product meets quality requirements. Final product expectations can vary with different customers and job requirements. It is imperative all finish requirements are detailed to determine the best method to achieve end results as close to expectations as possible. Product samples are provided upon request but will not represent the final finish in its entirety. Samples are designed to provide color and general finish expectations. Unique products have unique finish results that may not be consistent with sample provided. Expectations must be within reason and misinterpretation of product limitations is not grounds for replacement or refund.



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Know your product. There are major differences between cast stone, wet cast, dry cast, GFRC (Glass Fiber Reinforced Concrete) and other casting mixes/methods. It is the customers responsibility to understand what is being ordered and the inherent characteristics of that product. The word “concrete” is not interchangeable amongst different types of concrete products.

Bug holes are surface voids that result from the migration of entrapped air (and to a lesser extent **water**) to the fresh concrete-form interface. These surface defects manifest themselves mostly in vertical surfaces.

Example: Customer X wants a product with limited to no bug holes that has a relatively thin profile. X makes no mention of the surface requirements and orders a wet cast concrete product. The product then ends up with bug holes on vertical surfaces and is subject to higher breakage due to the thin design. Customer X is unpleased and wants a full refund because the final product did not meet their specifications. No refund is given because the bug holes and strength at provided thickness are inherent properties of wet cast concrete. If the customer had ordered GFRC the strength would be higher and the surface would have minimal to no bug holes.

8. CPU (Customer Pick Up) & Delivery

Customers have the option to pick up orders at Arco Concrete’s manufacturing facility. When product is picked up, customers are responsible for inspection of product prior to leaving. Customers are also responsible for securing product for travel in their own vehicles. Customers assume all responsibility for product that is damaged after leaving the facility.

Product being shipped out of state must be contracted by customer unless agreed to and approved by authorized Arco personnel. Inspection of product should always be conducted by customer representative before leaving facility. Customer is also responsible for third party transport securing product properly for travel. Any damage that occurs after leaving the facility is the customers responsibility.

Product delivered must be inspected by authorized representative of customer. Any product damaged in transit by Arco driver will be replaced at no additional cost. If payment is required upon delivery a check must be ready for driver prior to offload. If a check is not ready payment must be made over the phone and will be subject to any merchant fees. If no payment is made, driver will return to Arco facility and no pieces of order will be delivered. Before rescheduling delivery; approved payment in full must be



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cleared which will include an additional charge for previous delivery attempt equal to per load delivery rate.

Delivery location: Designated drop off locations must be clear of obstacles and provide adequate space to maneuver truck and boom crane. In the event space is deemed inadequate an alternate space must be provided. If alternative space is not provided driver will return to production facility with product, additional delivery charge will be incurred and rescheduled.

9. Manufacturer Warranty

All products are covered for 1 year from date of pick up or delivery against manufacturers defects only. Damage due to handling, installation, or design is not covered under manufacturer warranty.

10. Indemnification

Fully permitted by law, customer shall indemnify and hold harmless Arco Concrete, Inc., a AAA Concrete Products Company, inc., its officers, directors, and its associates from all damages, losses, or expenses, including attorney's fees, from any claims for damage to tangible property, other than the work itself.

In the event of dispute that is not informally resolved, parties agree to mediation or arbitration.

11. Amendments (If Any)

Acceptance:

Customer

By: _____

Title: _____

Date: _____