

## READY MIX TERMS & CONDITIONS

**Terms:** Net 10th prox. 1½% per month on past due balance. (Unless otherwise stated)

### **Conditions:**

1. No mix design or testing costs included; however, standard plant mixes with test data from a recent job can be furnished.
2. Quotation is based on the cement factor shown or the cement factor of B & B standard mixes. If mix design by others shows a different cement factor, price of mix to be adjusted up or down in accordance with this producer's net cost of delivered truck bulk cement.
3. Strength designations are based on test specimens being taken with slump measuring 4" or less or designated maximum slump on submitted mix design and with test specimens sampled under ASTM C31 and cured under ASTM C31 Section 10.
4. Quotation is based on locally available aggregates which generally meet ASTM C33 specifications with coarse aggregate 1" nominal size gravel, unless otherwise specified on the quotation.
5. Use of a single brand of cement cannot be guaranteed. Quotation is based on low sulfate conditions.
6. No mix temperature control is provided in the quotation other than sprinkling of coarse aggregate upon request during hot weather period. If job specifications for temperature control require additional measures, equipment, labor, material, or truck delays for this purpose, all such shall be at the purchaser's expense, and a fair extra charge will be negotiated with the purchaser.
7. Adequate access must be provided to job site so that a fully loaded mixer may safely reach pour sites under its own power. After leaving a public road, street, or thoroughfare, producer will be directed to the job site delivery route by buyer or buyer's representative. Producer will not be responsible for damage caused by mixer trucks on private property.
8. Quotation is based on mixer trucks going nearest route on public road, street, or thoroughfare. If because of job conditions or other reasons mixer trucks must go by a longer route, a fair additional charge will be negotiated with the buyer on that portion of the concrete.
9. Minimum order without minimum charge is 5 cubic yards. Otherwise, minimum load charge per load is \$20 x (5-cu.yd. ordered). No charge for minimum where small tag-back load finishes order otherwise delivered in full mixer loads. At the producer's discretion, the minimum charges may be waived when the small orders are rare.
10. Unloading time exceeding 45 minutes is chargeable at \$60 per hour. At the producer's discretion, the overtime charges on larger jobs may be waived if the occasions are rare.
11. Seller not responsible for losses or damages occasioned by delays due to strikes, floods, fires, labor difficulties, or inability to obtain materials and equipment from normal sources. Producer's liability from any other cause is restricted to purchase price per cubic yard of the concrete as delivered.
12. Quotation is based on concrete being delivered during normal week-day working hours of 7:00 a.m. to 4:00 p.m. or on Saturday morning. For any concrete delivered outside of these hours or on holidays, a fair extra charge for the producer's extra cost will be negotiated with the purchaser.
13. Quotation is subject to applicable sales tax.
14. This quotation is subject to expiration thirty days from the date of the quotation.

Effective Date: March 5, 2015 (updated from July 1, 2013)