

West Hawaii Concrete Terms and Conditions of Sale
Concrete Sales

PRICE DURATION:

Prices are subject to immediate change at Seller's sole and reasonable discretion, for any reason, including but not limited to any increase in material prices, fuel, shipping, or power to Seller by its suppliers. If sacked cement is used because of unavailability of bulk, prices will be increased. Prices, terms, and conditions are for the periods set forth in this proposal providing they are accepted within thirty (30) days of quotation date, and substantial work begins within ninety (90) days of quotation date and continues uninterrupted until completion. Extension of the time will be a cause for the renegotiating of prices.

TERMS:

Prices are liable to applicable federal, state, and local taxation. This quotation is specific to Buyer and project referenced. Proposal is contingent upon the approval of Buyer's credit by Seller's credit department and acceptance of terms contained in this quotation. If Seller decides not to sell these materials to Buyer on a credit basis, Seller may either: (1) cancel this quotation; or (2) sell to Buyer on a cash on delivery (COD) basis.

No "Pay when paid" and "pay if paid" arrangements apply to this Quote. Hawaiian Cement reserves the right to recover all costs of collection and litigation from Customer, including reasonable attorneys' fees. Hawaiian Cement may demand advance payments or cancel this Quote without notice if the Customer fails to pay or breaches any terms.

Payment on all purchases is due not later than thirty (30) days following the last day of the month in which the purchase was made. All balances not paid within thirty (30) days will be considered delinquent and shall bear interest at the rate of one and one-half percent (1½%) per month from and after the first day the same became delinquent. A prompt payment discount of one percent (1%) will be allowed on all payments received by the 10th of the month following purchase, provided that all previous charges have been paid in full.

MATERIAL COST INCREASES:

In the event that any tariffs, duties, or similar charges are imposed or increased by any governmental authority after the date of this Agreement, Seller shall have the right to adjust the prices of the goods sold under this Agreement to reflect the additional costs incurred due to such tariffs, duties, or charges. Seller shall provide Buyer with written notice of any such adjustment, including an explanation of the additional costs. Buyer agrees to pay the adjusted prices as specified in the notice.

DELIVERY:

- A. Prices are F.O.B jobsite over suitable access roads. The Seller reserves the right to stop delivery if access roads are not suitable.
- B. When Buyer orders / directs deliveries beyond the street curb, Buyer assumes responsibility for damage to sidewalks, driveways, or other property, and agrees to indemnify and hold the Seller harmless against all liabilities, loss, and expense incurred as a result of such deliveries.
- C. All delivered concrete prices are based on a minimum load size of SIX (6) cubic yards. For loads less than SIX (6) cubic yards a minimum haul charge will be assessed.
- D. ONE (1) clean-up load of less than SIX (6) cubic yards will be allowed for each mix per job per day at delivered pricing. All additional clean-up loads will be assessed a minimum haul charge.
- E. The size of concrete loads in excess of SIX (6) cubic yards will be at the discretion of the Seller.
- F. All concrete correctly dispatched with delivery underway is the responsibility of the Buyer.

DETENTION OF TRUCKS AT THE JOB SITE:

Concrete delivered prices are based on five (5) minutes free unloading time per cubic yard or thirty (30) minutes free unloading time per load, whichever is greater; or based upon customer requested truck spacing. Unloading delays of more than five (5) minutes per cubic yard or thirty (30) minutes per load will be charged to the Buyer at the rate of Two Dollars and Fifty Cents (\$2.50) per minute for all such excess unloading time.

OVERTIME AND HOLIDAY DELIVERIES:

The regular workday for all concrete deliveries is between the hours of 5:00 A.M. and 3:30 P.M., Mondays through Fridays. Saturday is not considered a regular workday; scheduling will be determined by the availability of driver hours per Federal DOT Law. There will be an overtime charge for deliveries scheduled to commence before 5:00 A.M. and after 3:30 P.M., Mondays through Fridays, and on Saturdays unless otherwise specified by Seller in writing or agreed to by Seller in an executed material contract.

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WASHDOWN AREA:

The Buyer agrees to provide an area on the delivery site, proximate to the delivery location, for the cleaning and washdown of transit mixer concrete chutes and hopper following the completion of discharge. Should the Buyer fail to provide or specify an area for cleaning and washdown, Seller may assume that the entire job site is available for such cleaning and washdown. Seller will not assume liability for any damage, trespass or violation as a result of this cleaning and washdown, and the Buyer agrees to indemnify and hold Hawaiian Cement harmless against all liabilities, loss, and expense incurred as a result of any damage or trespass caused by such cleaning and washdown.

STRENGTH AND QUALITY:

Compressive strength is guaranteed in accordance with current A.S.T.M. Standard C-94 for concrete delivered with slumps up to a maximum of 4" or design slump tolerances. Where the Buyer requests concrete of greater slump than specified, the strength is not guaranteed unless the additional cement and or admix required to maintain the designed water-cement ratio / strength is added and charged accordingly. The Seller is not responsible for the slump, strength, and quality of any concrete to which water or other material has been added by the Buyer outside of the approved submittal. The Seller does not guarantee finished work.

ARCHITECTURAL / COLORED CONCRETE DISCLAIMER:

Due to variability in raw materials, we disclaim any responsibility for color, texture and other variations in architectural concrete.

Furthermore, forming, placing, finishing, including sandblasting and washed exposures, greatly affect the final appearance of architectural concrete. Therefore, we guarantee only that concrete will be batched according to mix design.

YIELD:

The Seller will not guarantee "in place" yield, "in the form" yield, or any other yield calculation except by measurement in accordance with A.S.T.M C-138.

SAMPLING AND TESTING:

- A. All sampling and testing shall be performed by an ACI certified field technician and in accordance with A.S.T.M. C-94 standards.
- B. Unless specifically stated, prices do not include costs for additional testing or other engineering services.
- C. All additional or specialized concrete and or aggregate testing to include, but not limited to, ASR, chloride ion penetration, shrinkage, and uniformity, shall be the responsibility of the Buyer.
- D. If requested, a charge will be assessed for casting, handling, storing, and testing concrete cylinders.
- E. Engineering stamped approval for submittals will be the Buyers responsibility.

CEMENT AND AGGREGATE:

Prices are based on use of ASTM C-595 Type 1L Portland Cement in "bulk", and standard aggregates with ¾" top size. Please contact us for pricing of mixes not covered in this document.

TAX:

Applicable State Gross Income Tax will be charged on all sales unless agreed otherwise by Seller in an executed material contract.

DELAYS:

Seller will not be responsible for failure to make delivery when prevented by strikes, lockouts or other labor challenges, accidents or necessary repairs to machinery, fires, flood, adverse weather conditions, or by reasons of any other contingencies beyond the Seller's control. Seller will not be responsible for allocations or priorities that may be imposed by its suppliers.

EXCEPTIONS AND CLAIMS:

All exceptions and claims shall be deemed waived unless made in writing within ten (10) days of delivery. Seller shall be given full opportunity to investigate claims.

FORCE MAJEURE:

Seller may delay performance occasioned by events beyond its control without incurring liability for such delay when such delay is caused by a) acts of God or the public enemy, fire, explosion, epidemics, acts of war or terrorism, perils of the sea, flood, drought, war, riot, sabotage, vandalism, accident, breakdown, labor dispute, embargo or other casualty; b) compliance with any order, action, direction or request of any government authority; c) shortage of labor or materials; or d) any other circumstances that are beyond its reasonable control, including Buyer's acts or omissions. Seller will accept no back-charges for any construction delays experienced by Buyer or any third party.