

CAUTION

Handling of raw concrete products can be hazardous when in contact with skin or eyes. Customer should take the following precautions: (1) wear protective clothing including eye protection, rubber boots, and gloves, (2) avoid all contact with eyes and skin, (3) in case of contact with skin or eyes, flush with water thoroughly (4) If swallowed or if irritation persists get medical attention promptly.

KEEP CHILDREN AWAY FROM FRESH CONCRETE

JOB SITE ACCESS

Customer agrees to provide and maintain suitable approaches to points of delivery beyond publicly maintained streets and roads. KRC reserves the right to stop delivery if access roads are not suitable and safe. The price for the products ordered but not deliverable because of unsuitable approaches or due to a mistake in ordering by Customer, and all costs incurred in disposing of such products, shall be paid in full by Customer. In the event Customer orders delivery beyond curb lines: (i) Customer assumes all liability for, and KRC will not be liable for, damage to sidewalks, driveways, private bridges, pipes, septic tanks, and/or other property; and (ii) Customer agrees to indemnify, defend and hold KRC harmless from and against any and all liability, loss and expense incurred as a result of such delivery (including but not limited to towing charges). Customer's indemnity obligations under this document supersede any indemnity obligations of KRC under any other contract documents between KRC and Customer.

TRUCK WASHOUT

It is the responsibility of Customer to provide an area for all ready-mix trucks to washdown that is "on" or "adjacent to" the site that KRC concrete materials have been delivered to in accordance with all pertinent regulations. Customer is responsible for identifying a washdown area or device that is in accordance with all applicable plans, specifications, laws and regulations, using best construction practices. KRC will not assume liability for any damage or trespass as a result of using a wash down area or device that has been identified by Customer for use. Customer agrees to indemnify and hold KRC harmless against all liabilities, loss and expense incurred as a result of any damage or trespass caused by such cleaning and washdown.

STRENGTH & DURABILITY

Compressive strength is guaranteed when sampled, fabricated, lab cured, prepared, and tested in accordance with current ASTM (American Society for Testing and Materials) standards. Compressive strength (lab cure only, not field cured or in-place concrete) is guaranteed when tested in accordance with ASTM C172, C31, and C39; ASTM C94 for concrete delivered with slumps up to a maximum of 5" or design slump tolerances. Where Buyer requests concrete of greater slump than specified (without the use of admixtures), the strength & performance is not guaranteed. Seller is not responsible for the slump, strength, and quality of any concrete to which water or other material has been added by Buyer. Seller does not guarantee finished work. To ensure correct mix constituent proportioning, Seller will enforce a 5 cubic yard minimum load size on any high-performance concrete (e.g., concrete requiring a 28-day compressive strength of over 5000 PSI or any mix containing superplasticizer, Microsilica, retarders, and/or shrinkage reducers). Seller will not be responsible for concrete performance (compatibility, strength, color, durability, finishing, etc.) if any additive is added to our concrete by the Buyer. Mix designs have a design W/C (water-to-cement ratio) and actual production W/C will vary as in Industry standards recognize such variation; ASTM C94 & in KRC's mix designs field or lab back up test data. The performance evaluation and acceptance of mixes with SRA (shrinkage reducing admixture) will be based upon lab testing only, Seller cannot be responsible for any shrinkage testing & results conducted in the field.

YIELD

KRC will not guarantee "in place" yield, "in the form" yield, or any other yield calculation except by measurement in accordance with ASTM Designation C138.

ARCHITECTURAL CONCRETE DISCLAIMER

Due to normal fluctuations in raw materials, KRC disclaims any responsibility for color, texture and other variations in architectural concrete. Forming, placing, finishing (including sandblasting), color additive, staining, stamping, and washed exposures greatly affect the final appearance of architectural concrete. KRC guarantees only that concrete will be batched according to supplied mix designs.

SAMPLING & TESTING

All sampling and testing shall be in accordance with ASTM Standards. This includes initial curing of concrete test specimens (60°–80° degrees Fahrenheit for first 48 hours, 68°–78° degrees Fahrenheit for Concrete 6,000 PSI and greater), verified with a high/low thermometer, and minimum load sizes for concrete tested for entrained air (5 cubic yards minimum for air entrained concrete and 3 cubic yards minimum for non-entrained air concrete). Unless specifically stated, prices do not include costs for testing or other engineering services. Any costs for additional testing, repairs or delays due to improper sampling, testing or inspection procedures shall be the responsibility of the Buyer. Material compliance testing shall be sampled from the truck chute per ASTM C172, not point of placement. Seller cannot be held accountable / responsible (strength, slump, air, etc.) for any non-end-of-chute sampling and testing; and also when asked to deviate from specified criteria to meet non-chute sample testing criteria, including pumped concrete (National Ready Mixed Concrete Association (NRMCA) CIP-21). Knife River will be included in distribution of ALL test results.

LIMITED WARRANTY

KRC warrants that the strength of the products delivered meets or exceeds the specifications submitted by the Purchaser, when tested in accordance with applicable American Society for Testing and Materials (ASTM) procedures and evaluated using American Concrete Institute (ACI) 301 guidelines. KRC will repair or replace products that fail to meet this limited warranty. Any warranties other than those set forth in this section, whether expressed or implied, are excluded. The remedy set forth in this section shall constitute the sole remedy for the Customer under this limited warranty.

DE-ICING SALTS & MAGNESIUM CHLORIDE

The Supplier shall not be held responsible for any damages, degradation, or adverse effects caused to ready-mix concrete due to the use of magnesium chloride, de-icing salts, fertilizers, or other similar materials, especially when applied on dry concrete before winter events. The Customer acknowledges that the use of such materials may affect the longevity, appearance, and performance of the concrete, and that these risks are entirely borne by the Customer. By acceptance of this delivery, Customer waives any claim against the Supplier for any damage or deterioration caused by the application of these substances.

NON-CONFORMING PRODUCTS

Purchaser must give prompt written notice to KRC as soon as practical, but in no event later than 30 days after delivery of the products, of any claim against KRC as a result of any alleged nonconforming products or any other cause whatsoever, time being of the essence. KRC will be given reasonable opportunity to investigate all claims and access to the results of all tests and other records of Purchaser regarding same. Any failure by Customer to give such prompt written notice of claims shall be deemed a waiver of such claims. Seller's obligation to repair or replace nonconforming material shall terminate 60 days after delivery of material to the Buyer.

TERMS

All prices are subject to applicable federal, state and local taxes. Terms are Net 30 paid by the 10th of the month following delivery. All balances over thirty (30) days not paid by the 10th of the month following will be considered delinquent and shall bear interest at the rate of one and one-half percent (1-1/2%) per month. "Pay when paid" and "pay if paid" arrangements do not apply. KRC shall be entitled to recover from Customer all costs of collection and litigation, including, but not limited to, reasonable attorneys' fees.