

TERMS AND CONDITIONS OF SALE

Terms of payment: On approved credit, cash discount of \$1.00 per ton on bulk cement, 5 cents per bag on all bagged cement products on invoices paid in full on or before the 10th of the month following the month in which shipment was made. Payment for invoices not discounted is due no later than the last day of the month following shipment. Invoices not paid in accordance with these terms shall be subject to interest at the rate of 1% per month on the unpaid balance.

Credit: If at any time the financial responsibility of the Buyer becomes impaired or unsatisfactory to the Seller, the Seller reserves the right to require payment in advance or satisfactory security or guarantee that invoice will be promptly paid when due. If the Buyer fails to comply with terms of payment or any other terms of sale, the Seller reserves the right to cancel all unfilled orders without notice, the Buyer remaining liable for all unpaid accounts with interest charged at the rate of 1% per month after maturity. No waiver of such right shall be implied for any failure by the Seller to exercise the same.

Prices: Prices quoted are subject to any sales or use tax that may be applicable at the time of shipment. If the price or prices quoted herein include transportation charges, such price or prices will be adjusted to reflect applicable changes in the transportation charges and/or taxes on transportation and/or sales. Any reduction in these prices will become effective immediately. We reserve the right to meet bona fide competitive prices and/or terms and conditions of sale. No contract protection will be offered against these prices.

Shipments: In the case of rail shipments, the Seller will endeavor to comply with the Buyer's routing requests but reserves the right to select the route by which shipments are to be forwarded. Demurrage charges at destination will be borne by the Buyer.

Delivery of cement and/or lime by motor truck is contingent upon approval by our Carrier of access roads and unloading conditions, and is subject to all rules and regulations as published in the applicable tariffs. Detention charges on any truck delivery will be borne by the Buyer. If the Buyer requests cancellation of a delivery after the truck has departed from the Seller's plant, the Seller will endeavor to reconsign to another consignee. If accomplished, the cost of reconsignment shall be borne by the Buyer. If not accomplished, all trucking charges from and returning to the Seller's plant shall be borne by the Buyer. There will be an additional freight charge for Sunday or legal holiday deliveries as provided in the Carrier's tariff.

The Seller shall have the right, but shall not be obligated, to ship from any plant other than the one normally supplying the delivery specified herein.

Shipment of cement and/or lime via railroad shall be invoiced and collected for on the basis of truck scale weights nearest to the point of origin and bulk shipments via truck on the basis of bulk scale weights at the Seller's plant.

Warranty: All cement products shipped under this quotation are warranted to conform to the present standard specifications of the American Society for Testing & Materials, and the Federal Board. Having no control over the use of cement, the Seller will not, therefore, guarantee finished work, nor shall the Seller be responsible for the condition of cement after delivery to the Buyer. Any charges incident to inspection or tests made by or on behalf of the Buyer to determine compliance with specifications shall be paid by the Buyer. NO OTHER WARRANTY, EXPRESSED OR IMPLIED (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) IS MADE IN RESPECT THEREOF. THE LIABILITY OF THE SELLER FOR BREACH OF THE FOREGOING WARRANTY SHALL BE LIMITED TO THE REPLACEMENT OF THE DEFECTIVE PRODUCTS.

Liability for Delays: The Seller shall not be liable to the Buyer for any delays in manufacturing, shipping or delivering said cement and/or lime, caused by fire, strikes, lock-outs, difference with workers, accidents, war, insurrection, riot, civil commotion, inability to secure cars, trailer trucks, fuel and other material, governmental interference or regulation, delays in transportation or contingencies beyond the Seller's control; and during the time of a threat of such delays the Seller shall have the right to apportion among its customers such cement and/or lime as it may be able to manufacture and ship.

Claims: Claims for loss or damage will not be considered unless supported by sealed record and railroad agent's acknowledgement on freight bill; or driver's notation on truck delivery receipt when shipments are made in truckload lots.