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AGGREGATE DIVISIONS - TERMS AND CONDITIONS OF SALE

- ACCEPTANCE:** These Standard Terms and Conditions (Terms) apply to all quotations, proposals, sales orders, delivery tickets or otherwise (quotation and/or contract) between the Purchaser and York Building Products its subsidiaries and affiliates (collectively "Seller"), including but not limited to aggregates of all types sold by Seller. Purchaser understands Seller's performance is being made expressly conditioned upon acceptance and assent to these terms. Any additional, inconsistent or different "Conditions of Purchase" or the like of Purchaser contained in Purchaser's purchase order or other document submitted to Seller at any time, whether before or after the date hereof, are hereby expressly rejected by Seller.
- PRICE:** Unless otherwise indicated on the face hereof, this Proposal is valid for a period of thirty (30) days from the date hereof and must be accepted in writing. All quoted prices are guaranteed for this thirty (30) day acceptance period, unless otherwise indicated. The price of the Products, as set forth in this Proposal, does not include sales, use, excise or any other taxes or assessments levied by any federal, state, municipal or other governmental authority, unless Seller expressly agrees otherwise. Any taxes which the seller may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, extraction, use or consumption of any of the material covered by this quotation, including taxes upon or measured by the receipts from the sale thereof, shall be for the amount of the purchase, and purchaser shall promptly pay the amount thereof to the seller upon demand. Proposed price assumes a clean and unoccupied delivery or installation site and unencumbered access from a reasonable unloading location.
- PAYMENT:** Unless previously approved for credit, payment is due at the time of delivery. The payment terms shall be as specified in the Proposal. Seller reserves the right to revise the payment and credit terms at any time at Seller's sole discretion, including but not limited to Seller electing to require C.O.D. or prepayment prior to the manufacture and/or initiation of an order. All checks returned unpaid by Purchaser's bank will be assessed a Returned Check Fee which shall be paid by Purchaser. Said fee will be determined by Seller, but in no event shall exceed \$50.00. Any request that goods be provided on an account basis are subject to approval of the seller's credit department and the execution of an Open Account Agreement and Guaranty. With credit approval and unless otherwise specified herein, terms are net thirty (30) days from the date of Seller's invoice date. Said documents provide in part that a finance charge of 1-1/2% per month (18% per annum) be added to all items which are thirty (30) days old or older. Further, in the event that the purchaser fails to comply with the terms of the Open Account Agreement or Guaranty, the seller has the right, without notice, to suspend deliveries. The terms of the Open Account Agreement and Guaranty are incorporated as if fully set forth herein.
- DELIVERY:** Prices may include delivery via dump truck rates, to include 15 minute unloading of aggregate products and 30 minutes for asphalt. Additional charges apply for time over these limits at an hourly rate. Please secure hourly rates prior to delivery, subject to change due to fuel rates. Proposals are based on full truck load lots, and are based on present truck rates, our scale weights and tariffs to govern. Charges for less than a truck load lot are available upon request. The Purchaser agrees to provide suitable access roadways or approaches to points of delivery other than on paved streets and the seller reserves the right to stop delivery if roadways or approaches are unsatisfactory to seller. In the event purchaser orders delivery beyond curb line, seller shall not assume liability for damages to sidewalks, driveways or other property and purchaser hereby agrees to indemnify and hold seller harmless against all liability, loss and expense including liability for property damages, personal injury and death, incurred as a result of such deliveries. Where delivery is by common carrier (motor truck, rail or marine), purchaser is advised that current published tariffs have been used and if during term of contract any such tariffs are increased, such increases shall be paid by the purchaser.
- WARRANTIES DISCLAIMER:** ALL PRODUCTS ARE SOLD "AS IS" AND "WITH ALL FAULTS." NO WARRANTIES, EXPRESSED OR IMPLIED, SHALL BE DEEMED TO HAVE BEEN MADE BY THE SELLER. ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY THE SELLER AND EXCLUDED. Representations as to quality shall meet industry standards. The seller does not guarantee finished concrete work.
- TITLE AND RISK OF LOSS:** Title of the Products passes to Purchaser when Seller has received full and indefeasible payment for such Products. Seller is not responsible for damage or loss in transit. All risk of loss to the Products passes to Purchaser as the Products are loaded onto the carrier. Purchaser must obtain adequate insurance to cover the Products from the time risk of loss has passed from Seller.
- LIMITATION OF LIABILITY/INDEMNITY:** Seller is not liable or responsible for delay or failure to perform any of Seller's obligations by any cause beyond its reasonable control, including, but not limited to, a labor dispute, industry disturbance, fires, unusually severe weather conditions, earthquakes, floods, declared or undeclared war, epidemics, computer malfunctions, civil unrest, riots, lack of supplies, delay in transportation, governmental, regulatory or legal action, act of God or by acts or omissions of Purchaser, including but not limited to, Purchaser's failure to promptly comply with the terms of payment. Purchaser agrees to indemnify and hold seller, its successors, assigns, officers, directors, and employees harmless against property damage and personal injury claims, including but not limited to any claim arising out of the delivery of materials to a location selected by the purchaser or any claim by third parties for any loss, injury or damage caused by or arising out of the possession or use of the materials purchased, including but not limited to costs of suit and reasonable attorney's fees.
- INSPECTION:** Purchaser has the right to inspect material at shipping point and/or delivery point. Purchaser's failure to inspect and/or reject material upon delivery constitutes acceptance of said material as shown on delivery tickets and a waiver of all claims of shortages, damage or defect or any other claim. Purchaser's refusal or inability to accept materials, when delivered according to prearranged schedule, shall entitle seller to reimbursement for actual damages sustained, even if such refusal is due to circumstances beyond purchaser's control. Seller's breach of this contract shall not entitle purchaser to incidental or consequential damages.

**DEFAULT:** Each shipment shall constitute a separate and independent transaction and Seller may recover for each such shipment without reference to any other. If Purchaser is in default in the payment of any sum due, or with respect to any other of the terms or conditions of this Contract, Seller may, at its option, defer further shipments hereunder until such default is remedied, or, in addition to any other legal remedy, Seller may decline further performance of this Contract. If an attorney is used to collect any amount due, either with or without suit, or if legal proceedings are taken for the collection of any amount due, purchaser shall pay, in addition to the principal and interest owing, the costs of suit, and attorney fees in the amount of 20% of the amount due including interest.

**GOVERNING LAW/VENUE:** Purchaser agrees that any dispute, controversy, or claim arising between the parties shall be decided exclusively by and in the state or federal courts sitting in York County in the Commonwealth of Pennsylvania. For such purpose, purchaser hereby submits to the personal jurisdiction of said courts, and waives any right to assert or move for transfer of venue to any court other than said courts. All disputes shall be governed by and pursuant to Pennsylvania law. Purchaser further agrees that any and all purchase orders submitted to seller by purchaser shall be governed by and pursuant to Pennsylvania law. Purchaser further agrees that any and all purchase orders submitted to seller by purchaser shall be governed by this provision, regardless of the inclusion of any language to the contrary in such a purchase order, including but not limited to provisions concerning alternate venues or submission of disputes to alternative dispute resolution.

**ENTIRE AGREEMENT:** Any proposal/order pursuant to this quotation shall be subject to the terms and conditions herein contained or referred to in quotation and to no others whatsoever. No waiver, alteration or modification of the conditions herein contained shall be binding unless in writing and signed by an executive officer or authorized representative of the seller. The terms of any document referred to herein or in any document issued or executed in the performance or furtherance of any accepted proposal including, but not limited to, any purchase order or like document from the purchaser are expressly excluded without the written consent of the seller.

**SEVERABILITY:** The terms and conditions of this contract are severable. Should one provision be unenforceable, the remainder shall remain in full force and effect.

**Please return your signed order verification as soon as possible. Without your signed verification, this order will not be processed.**

**The undersigned hereby individually guarantee Purchaser's performance of this Agreement.**

**Acknowledged and Accepted:** \_\_\_\_\_

**By (please print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Date:** \_\_\_\_\_