

# Terms & Conditions

- 1. NOTICE AND DELIVERY:** Seller will take responsible steps to deliver ready mix concrete at the times and quantities requested by the buyer, provided Buyer schedules with the seller the deliveries. The seller is authorized to make deliveries requested by Buyer's personnel and agents, including its purchase managers, project managers, superintendents, foreman, subcontractors, and concrete placers and finishers. Under no circumstances shall Seller have any liabilities whatsoever resulting from delay, regardless of the reason. Partial deliveries may be made, and the Buyer will be charged for delivery requests and will not be entitled to credit unless the delivery is canceled within our cancellation policy.
- 2. READY MIX CONCRETE/GROUT:** If you need a specific mix, we need to know what it is. If it is outside the standard mix(s) there could be an additional charge.
- 3. INSPECTION:** Buyer shall inspect the Materials at the time of delivery. Once pouring has started, if you disapprove of the mix, you must inform the driver and office immediately. If you do not stop the driver and notify the office, you have accepted the load.
- 4. ADDITIVES:** If weather conditions are unfavorable for regular ready mix delivery, additive(s) may be added to prevent damage to our equipment at our discretion, these additives will be charged that current rate. If a customer requests additives on-site. This will be an additional charge per yard.
- 5. DELIVERY:** We do not guarantee delivery times. We try our best to meet your request and accommodate the time frames. If we have to go beyond the public road and/or curb, ie on the driveway or grass, a waiver must be signed. If you plan on having Short Load Ready Mix Concrete LLC dba Quick Mix Concrete Concrete drive on the grass, we highly recommend you rent a pump truck or equipment! We will not travel on or over any unsafe or unpaved surfaces without a waiver at our discretion. Furthermore, we reserve the right to deny traveling off public roadways if deemed unsafe or if there is a chance of damage and/or getting stuck. If a truck does get stuck, the customer is responsible for all towing and damages done to equipment! There are no refunds! The buyer shall provide suitable roadways and approaches to delivery points beyond public roads. Buyer shall provide safe areas for ready-mix concrete trucks to be unloaded and adequate locations where Seller may washout and clean trucks to avoid tracking mud, dirt, rocks, debris, or concrete onto public roads. Buyer shall be responsible for all liability for damage to sidewalks, driveways, other property, and persons incurred as a result of deliveries beyond the curb line. Buyer shall pay for wrecker or similar charges associated with getting the delivery truck into and out of the job site or delivery location.
- 6. TRUCKS:** We reserve the right to allocate any truck to a job. If a specific truck is required, a minimum of 48 hours advance notice is needed, but this does not guarantee that specific truck. The only way to ensure a specific truck type is by specifying it when placing the material order. If a specific truck wasn't requested and is unusable or turned away, no refunds will be issued! Additional charges may apply for specific trucks. For more details about our truck types, please call us at 470-880-8544.
- 7. ON-SITE TIME:** Once the truck arrives on-site, times are as follows per truck: **1-4 yds 35 mins** and **4.01 yds to 8 yds:60 mins**. Additional time will be charged in 15-minute intervals @ \$40 each. The **maximum time on site is 1.5 hours**. If you, the customer, are not ready at the set time and we have to hold off before loading or arriving at the job site, we charge \$160 per hour billed in 15-minute increments. If the hold time exceeds 45 mins, we reserve the right to cancel the job. The cancellation fee is as described in these terms. If we have to wait to unload at the job site or if there is any delay due to customer issues and the mix starts to set, we will "kill" the load. This means we halt the curing of the concrete to prevent damage to our equipment. This will make the concrete unusable. That load is not refundable, and there will be a clean-out fee of \$200 for the first yard and \$50 per additional.
- 8. LEFTOVER / CLEAN-UP/WASH OUT:** If there is any leftover ready mix, the customer is responsible for proper disposal. If there is no on-site disposal, a wash-out bag must be purchased and left on-site, or an off-site disposal fee will be charged. Your site **must provide a proper washout area**. If not, a **washout bag will be supplied at the current cost**.
- 9. CANCELLATIONS:** We require 8 full business hours for cancellations and reschedules. Same-day and less than 8 business hours cancellations or reschedules are charged a \$350 fee. For active jobs, please be aware that if trucks are allocated to your project, a minimum cancellation fee of \$350 per truck will apply, regardless of whether the trucks are

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utilized or not. This charge is implemented to offset the resources committed to your project. We value your understanding and cooperation on this policy.

**10. INDEMNIFICATION:** To the fullest extent permitted by law, Buyer shall defend, indemnify, and hold Seller and its officers, directors, employees and agents wholly harmless from any claims, demands, liabilities, damages, costs, suits by any person or persons, losses, and expenses, including attorneys fees, arising out of or resulting from the execution of or in connection with the sale, delivery and use of Materials, including liability for any negligence of a party indemnified hereunder, provided the negligent act was not the sole negligence of a party indemnified hereunder. In the event litigation is commenced by either party to this agreement against the other party, arising out of, related to, or in connection with this agreement or the work, Short Load Ready Mix Concrete LLC dba Quick Mix Concrete shall be entitled to recover from the other party all attorneys fees, expert witness fees, costs and expenses of whatsoever kind of nature incurred in defending and or prosecuting the claims raised in such litigation, including any appeals.

**11. WARRANTY AND LIMITATION OF LIABILITY:** The seller warrants the concrete and grout mixture when sampled and tested by the Buyer, will meet the 28-day strengths, provided the concrete mixtures are sampled and tested in accordance with ASTM C172 and ASTM C31 and the grout mixtures are sampled and tested in accordance with ASTM C1019 by a certified American Concrete Institute Grade 1 Concrete Field Testing Technician. Seller does not guarantee or warrant that the ready mix concrete or grout shall be (a) in compliance with applicable building codes, (b) in compliance with any specifications, or (c) sufficient for any conditions, (d) finished or unfinished visual appearance. Buyer shall be solely responsible for verifying and obtaining approval that the ready mix concrete grout mixes are in full compliance with (a) all applicable building or similar codes, (b) all applicable contract documents, including specifications, and (c) are fit for their intended purpose(s), including any condition.

SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS. INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR OTHER DAMAGES. THIS WARRANTY IS GIVEN AND ACCEPTED IN LIEU OF ALL OTHER LIABILITY OR WARRANTIES ON THE PART OF THE SELLER, EXPRESS OR IMPLIED, IN FACT OR LAW. ALL IMPLIED WARRANTIES AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

This warranty shall constitute Buyer's sole and exclusive remedy and Seller's sole and exclusive liability. Seller's liability. Seller's liability to Buyer arising out of the manufacturing or delivery of the Materials, whether based on warranty, contract, negligence (including strict liability) or otherwise, shall not (in any case) exceed the cost of correcting defects in the Materials, but shall, in all events, be limited to the purchase price of the Materials. Seller does not warrant and shall have no liability for any ready mix concrete or grout that has materials or water added to it by or at the direction or requested of Buyer's personnel agents.

## **WARNING:**

CONTACT WITH WET OR UNHARDENED CONCRETE / GROUT CAN CAUSE SEVERE BURNS, SKIN IRRITATION, AND SERIOUS EYE DAMAGE. Use proper tools and equipment, rubber boots, rubber gloves, and protective clothing covering arms and legs to avoid contact directly with skin. Avoid all contact with eyes. EMERGENCY AND FIRST AID PROCEDURES - CONTACT WITH EYES: Immediately flush your eyes with copious amounts of water and consult a Physician. CONTACT WITH SKIN: Thoroughly wash the affected area with soap and water. A physician should be consulted for severe burns or persistent irritation. THE INFORMATION HEREIN IS GIVEN IN GOOD FAITH AND IS BASED ON KNOWLEDGE BELIEVED TO BE RELIABLE. NO WARRANTY, EXPRESSED OR IMPLIED, IS GIVEN REGARDING THE ACCURACY OF THIS DATA OR THE RESULTS OBTAINED FROM THE USE THEREOF.