



GENERAL TERMS AND CONDITIONS OF SALE



All Sales made by AVR, Inc. are subject to the General Terms and Conditions of Sale set out in this quotation. Should Customer receive product or services pursuant to this quote, but prior to signing it, Customer shall be deemed to have accepted all General Terms and Conditions of Sale stated herein.

The contract between AVR, Inc. and Customer consists in its entirety of the terms and conditions consisting of the Quotation Sheet and General Terms and Conditions of Sale in lieu of all others, and supersedes all previous communication, representations or agreements, either oral or written, between the parties hereto. No modifications of this contract or quote shall be affected by Customer's purchase order forms or other documents containing terms or conditions different from or in addition to those contained herein. Any modification, amendment or change to these General Terms and Conditions of Sale must be agreed to in writing signed by both parties specifically referring to the contract or quote.

All quotations are subject to verification that requested designs are consistent with job specifications.

This bid must be signed by an authorized representative of your company and returned to AVR, Inc. within thirty (30) days of the bid date. All annual work quotations shall be subject to an increase with written thirty (30) day notice.

TERMS OF SALE:

1. Normal credit terms are payment in full by the tenth (10th) of the month following delivery.
2. Accounts over 30 days past due are subject to a service charge of one and one-half percent (1.5%) per month.
3. All lien rights and bond claims shall be enforced. Any additional costs associated with the collection procedures will be an additional claim.
4. All payments made on an invoice amount will be applied to the oldest outstanding invoice for Customer unless specific written reference is made to a property address, invoice number or job description adequate to identify the proper invoice to be paid.

SPECIAL CONDITIONS:

1. Small Load Charge & Posted Road Charge

Loads less than six (6) cubic yards, loads over posted roads and split loads will be subject to additional delivery charges, unless otherwise agreed by contract or purchase order before delivery.

Small Load Charge	
¼ - 3 c.y.	\$80.00
3 ¼ - 4 c.y.	\$70.00
4 ¼ - 5 ¾ c.y.	\$60.00

Posted Road Charge
\$65.00 each additional load

(i.e. An eighteen yard pour, normally taking two loads, is completed during the road posting season and requires six loads. There would be an additional charge for each extra load...in this case being four additional loads.)

The posted road/additional load charge is separate from any small loads and will not be added in addition to a small load charge.

CUSTOMER DUTIES AND OBLIGATIONS:

1. For all jobs requiring concrete pumps, Customer agrees to advise us of the following prior to pumping: mix requirements, type of concrete pump that will be used and job conditions.
2. Customer shall provide Labor for set up of line, handling of line during concrete placement, and a suitable place for line and pump clean-up. Customer assumes all responsibility for removal of pump from job site if tow trucks, wrecker trucks, etc., are required due to road or job site conditions.
3. Customer shall provide suitable approaches to ready-mixed concrete discharge points at jobsite. AVR, Inc. is not liable for any damage incurred if Customer requests that an AVR, Inc. delivery truck move past the curb line or right of way limits. Customer shall pay all wrecker fees and costs in repairing damages to the truck or other property.
4. Material Safety Data Sheets (MSDS) are available to Customer on request. Customer is solely responsible for supplying, and shall supply, all relevant MSDS information to its employees.
5. Customer shall provide a pumpable mix, in terms of gradation of aggregate, slump, and batching of concrete, for the designated pumping equipment; provide for adequate scheduling of concrete delivery; provide sufficient on-site access, set-up areas, and adequate wash-out areas for the pumping equipment; provide adequate notice of change of schedule to AVR, Inc.; and provide hoisting of pumping equipment. If a clean-out area is not available on the job site, Customer will be charged an off-site clean-up fee.

6. The Customer shall provide suitable jobsite access. The Customer assumes all responsibility for removal of AVR, Inc. trucks and pumps, should tow trucks, wreckers or other equipment be required due to jobsite or weather conditions.
7. If AVR, Inc. deems it necessary to bring legal action to enforce any provisions herein or to collect any past due amount covered by this quotation, Customer agrees to pay all collection costs including, but not limited to, mediation, court costs and reasonable attorney's fees. Customer further agrees to be subject to the jurisdiction and venue of the Dakota County District Court in Apple Valley, Minnesota.
8. With the recent changes in the MPCA Stormwater Permit for Construction Activity, the customer will be responsible for jobsite conditions and the environmental fee as quoted.

AVR, INC. DUTIES AND OBLIGATIONS:

1. Specifications: Ready-mixed concrete shipped under this quotation shall generally conform to the current American Society for Testing Materials (ASTM) Standard Specification C94 Option A (except paragraph 4.2.2) unless otherwise specified in writing by Customer.
2. Tests for slump, unit weight and air content shall be made in accordance with procedures listed in the current American Society for Testing Materials Standard Specifications C94 by ACI certified field inspectors or their equivalent. Any rejection of ready-mixed concrete on the basis of deviations in slump or in air content from limits designated in this contract shall be at the time of delivery. Acceptance of delivery by the Customer shall constitute waiver of any claim.

WARRANTIES, REMEDIES AND LIMITATIONS:

1. Warranties:
 - i. AVR, Inc. warrants to Customer that at the time of delivery the goods sold hereunder will conform substantially to the description on the face hereof. AVR, Inc.'s liability and Customer's remedy under this warranty are limited at our discretion to replacement of delivered ready-mixed concrete only, or to a refund of the purchase price, or, if not paid, to a credit in the amount of the purchase price.
 - ii. AVR, Inc. warrants to Customer that it will convey good title to the goods sold hereunder.
 - iii. AVR, Inc. does not, under any circumstances, warrant the performance of concrete which is not adequately cured, is improperly handled and/or finished, or is not fit for the intended use after discharge to customer.
 - iv. AVR, Inc. shall not pay any charges for inspection or tests made by or on behalf of Customer.
- V. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.**
2. The remedies of Customer for any breach of warranty shall be limited to those provided herein. No agreement varying or extending the foregoing warranties, remedies, or limitations will be binding upon AVR, Inc. unless in writing, signed by a duly authorized officer of AVR, Inc.
3. AVR, Inc. is not responsible for shortages of raw materials or strikes, lockouts, fires, accidents, or other causes, natural or otherwise, beyond its control, which delays or cancels the manufacture and/or delivery of ready-mixed concrete.

MISCELLANEOUS:

1. Prices quoted may escalate and are subject to increase without prior notice to account for any actual increases in the cost to AVR, Inc. of aggregate, cement, admixtures, fuel or other commodities from the date of this quotation to the date of delivery.
2. Without prior notice AVR, Inc. may institute a surcharge due to commodity price increases, the surcharge will be assessed as an add-on to the price of the ready-mixed concrete or concrete placement service.
3. AVR, Inc. observes New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day as holidays and plants are closed. AVR, Inc., as part of normal operations, will be open for business on Saturday mornings from May 1 through October 31, with exceptions made for Saturdays falling on holiday weekends. Ready-mixed concrete deliveries or pumping requirements on the above days will require an additional charge for the increased labor costs.
4. This quotation does not include any costs incurred for engineering or testing that may be requested by Customer. Cooling costs of concrete required by the weather or admixtures are also not included in this quotation.