

TERMS AND CONDITIONS

BY SIGNING IN THE SPACE PROVIDED ON THE FRONT OF THIS DOCUMENT THE CUSTOMER/CONTRACTOR UNDERSTANDS AND AGREES TO ALL TERMS AND CONDITIONS SET FORTH BY THIS DELIVERY INVOICE.

A. AIR BLOWN CONCRETE WILL MAKE EVERY REASONABLE EFFORT TO DELIVER ALL MATERIALS ON THE DATE AND TIME REQUESTED BY THE CUSTOMER/CONTRACTOR, AND IN SUFFICIENT INCREMENTAL QUANTITY TO MEET THE CUSTOMER/CONTRACTOR SPECIFICATIONS PER THEIR INITIAL ORDER. AIR BLOWN CONCRETE, HOWEVER, DISCLAIMS ANY RESPONSIBILITY FOR LATE DELIVERY OR INSUFFICIENT QUANTITY DELIVERED. THE CUSTOMER/CONTRACTOR EXPRESSLY WAIVES ANY CLAIM OF DAMAGES, RIGHT OF OFFSET OR BACK CHARGES AS A RESULT OF LATE DELIVERY AND/OR INSUFFICIENT QUANTITIES DELIVERED. THE ABOVE WAIVER OF DAMAGES SHALL INCLUDE ACTUAL OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES DESCRIBED UNDER THE CALIFORNIA COMMERCIAL CODE.

B. AIR BLOWN CONCRETE REPRESENTS THAT THE MIXTURE AND COLOR OF CONCRETE SPECIFIED ON THE FRONT OF THIS DELIVERY INVOICE ARE AS ORDERED BY THE CUSTOMER/CONTRACTOR. THE CUSTOMER/CONTRACTOR ACKNOWLEDGES THAT HE/SHE HAS BEEN ADVISED BY AIR BLOWN CONCRETE THAT ANY COLORED CONCRETE ORDERED FROM A COLOR CHART MAY VARY FROM THE COLORED CONCRETE DELIVERED, AS A RESULT OF VARIATIONS IN THE COLORING MATERIAL AND OTHER FACTORS BEYOND AIR BLOWN CONCRETE'S CONTROL. THE CUSTOMER/CONTRACTOR AGREES THAT AIR BLOWN CONCRETE SHALL NOT BE LIABLE FOR ANY DISSATISFACTION WITH THE COLOR OF THE COLORED CONCRETE DELIVERED OR DEFECTS CAUSED BY A MIXTURE DESIGN, WHEN SAME IS SPECIFIED BY THE CUSTOMER/ CONTRACTOR OR WHEN ADDITIONAL WATER IS ADDED BY CONTRACTOR/CUSTOMER, OR FINISHING IMPLEMENTS USED BY CONTRACTOR/CUSTOMER HAVE BEEN USED WITH WATER BY WASHING, RINSING, IMMERSING, SPRAYING, OR ANY MEANS THAT MAY ADD WATER TO FINISHED SURFACE.

C. THE CUSTOMER/CONTRACTOR AGREES TO NOTIFY AIR BLOWN CONCRETE IN WRITING OF ANY CLAIMS, INCLUDING CLAIMS OF DEFECTS ASSOCIATED WITH THE MATERIALS DELIVERED WITHIN 72 HOURS AFTER THE INITIAL DELIVERY. THE CUSTOMER/CONTRACTOR ALSO AFFORDS AIR BLOWN CONCRETE WITH THE OPPORTUNITY TO CORRECT, IN A TIMELY FASHION, ANY SUCH CLAIMS PRIOR TO THE CUSTOMER/CONTRACTOR INCURRING ANY COST OR EXPENSE IN ATTEMPTING TO CORRECT THE SAME. CUSTOMER/CONTRACTOR AGREES AIR BLOWN CONCRETE WILL NOT BE HELD RESPONSIBLE FOR ANY CLAIMS WITHOUT SAID 72 HOUR NOTICE.

D. IF INVOICES ARE NOT PAID IN FULL FOR THE LABOR, EQUIPMENT, AND MATERIALS FURNISHED, AIR BLOWN CONCRETE HEREBY NOTIFIES THE CUSTOMER/CONTRACTOR THAT A MECHANIC'S LIEN WILL BE PLACED ON THE PROPERTY BEING SO IMPROVED. THE CUSTOMER/ CONTRACTOR UNDERSTANDS THAT LACK OF PAYMENT MAY RESULT IN THE LOSS THROUGH COURT FORECLOSURE PROCEEDINGS, OF ALL OR PART OF THE PROPERTY BEING SO IMPROVED EVEN THOUGH THE CUSTOMER/CONTRACTOR HAS PAID HIS/HER CONTRACTOR IN FULL. THE CUSTOMER/CONTRACTOR MAY WISH TO PROTECT ITS INTERESTS BY REQUIRING THE CONTRACTOR TO FURNISH A SIGNED LIEN RELEASE FROM AIR BLOWN CONCRETE PRIOR TO MAKING PAYMENT TO THE CONTRACTOR.

E. THE CUSTOMER/CONTRACTOR HEREBY RELEASES AND HOLDS HARMLESS THE DRIVER OF THIS TRUCK AND AIR BLOWN CONCRETE FROM ANY AND ALL LIABILITY, INCLUDING BUT NOT LIMITED TO, DAMAGE TO CURBS, GUTTERS, SIDEWALKS, DRIVEWAY, WATER PIPES OR WATER METERS, OR ANY DAMAGE OF ANY KIND OR NATURE CAUSED BY THE VEHICLE OR THE LOAD BEING DELIVERED ON THE PROPERTY BEING SO IMPROVED OR ADJACENT PROPERTIES. IF THE TRUCK OR VEHICLE BECOMES STUCK WHILE MAKING A DELIVERY INSIDE THE CURB LINE PROPERTY LINE, OR ADJACENT PROPERTIES, THE CUSTOMER/CONTRACTOR AGREES TO REIMBURSE AIR BLOWN CONCRETE FOR ANY AND ALL LOSS, COST AND EXPENSE. THE CUSTOMER/CONTRACTOR HAS BEEN ADVISED BY THE DRIVER OF THE POSSIBILITY OF DAMAGE TO SAID PROPERTY. THE CUSTOMER/CONTRACTOR ACCEPTS ANY AND ALL RESPONSIBILITY FOR ANY DAMAGES.

F. **WARNING:** THIS PRODUCT MAY CONTAIN CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, OR BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM. FOR MORE INFORMATION, GO TO WWW.P65WARNINGS.CA.GOV