

STANDARD TERMS & CONDITIONS OF SALE

1. The term “Supplier” as used in these Standard Terms & Conditions of Sale means Cadillac Asphalt, L.L.C. The term “Customer” means the person or entity purchasing goods or services from Supplier.
2. The current and all future transactions, sales, or services provided by Supplier to Customer shall be governed by the concurrent edition of these Standard Terms & Conditions of Sale (which are updated from time to time) and not by any other form, order, request, or document unless clearly and expressly consented to in writing and signed by an authorized manager of Supplier. These terms supplement the rights granted Supplier under common and statutory law, such as those granted by the Uniform Commercial Code. Customer’s contradictory, supplementary, or additional terms, whether sought as a change to these Standard Terms & Conditions of Sale or contained in a purchase order, confirmation, requisition, or any other document, are considered proposals, are material alterations, and are expressly rejected, regardless of Customer’s acceptance or payment for the goods or services once or in a course of dealing.
3. All information contained in any Credit Application or Cash Account Customer Application is kept strictly confidential unless Supplier is obligated to release it in a legal proceeding. Customer authorizes Supplier to disclose the status of payment to third parties, such as the project owner or prime contractor.
4. Electronic signatures are permitted, enforceable, and binding on the Customer. The Customer gives Supplier authority to rely on email correspondence for confirmation of Customer’s order.
5. Customer shall provide the location and owner of each project for which goods are purchased. Supplier may demand Customer provide notices of commencement, project information, payment bonds, and proof of the project owner’s financing for the project as a condition precedent to its duty to tender goods to Customer. Supplier may stop delivery if Customer does not promptly provide these documents or information upon request.
6. **PAYMENT TERMS** for credit transactions are net thirty (30) days and may be enforced in accordance with those stated on each invoice at Supplier’s discretion. Forty-five (45) day accounts may become C.O.D. or joint check at Supplier’s discretion.
7. Discount terms, if applicable, are strictly enforced. Additional fuel and energy surcharges may apply.
8. The price for all goods sold by Supplier to Customer is time sensitive, based upon the date of each sale and the date of payment. Customer therefore agrees to pay Supplier time-price differential charges of one and one-half percent (1.5%) per month on all invoice amounts that are not paid within 30 days of the date of the invoice, such that the price of the unpaid invoice will be increased by this 1.5% time price differential until the invoice is paid in full.
9. If Customer has chosen to make payment electronically, Customer authorizes Supplier to debit the bank account or credit card account provided to Supplier for the purpose of making electronic payments and authorizes Supplier to process recurring debits as necessary to complete an order, if applicable. If Supplier is unable to debit the account provided for this purpose, for any reason, Supplier may automatically re-attempt to collect the amounts due. If re-debiting is unsuccessful, Customer agrees to pay fees that may apply, and Supplier reserves the right to terminate any order if a required payment is not immediately collected. Customer shall update Supplier with information that may impact the processing of an electronic payment, such as a credit card reported lost or stolen, expiration date changes, or address changes. Customer remains solely responsible to check its account for Supplier transactions and must notify Supplier within 30 days of the transaction date of any transaction that appears to be in error. Customer warrants that this authority to initiate electronic payments shall remain in full force and effect until Supplier has received written notification from Customer of its termination, in such time and manner as to give Supplier a reasonable opportunity to act on the notice. Payments made by credit card may be assessed a processing fee of three percent (3%). Payment made on Supplier’s portal may be assessed a processing fee of one and one half percent (1.5%).

10. Unless price escalation is part of an accepted quotation, Supplier's price for the goods may be equitably increased if Customer fails to take delivery of all of them within one year of the order date. In this event, Supplier will provide 30 days' written notice to Customer; Customer may, in writing, cancel the unfulfilled portion of its order; and the revised price will become binding if Customer fails to send Supplier a written cancellation.
11. Customer will pay Supplier all costs it incurs to secure and recover payment from Customer, including (i) a flat fee of \$400.00 to cover the cost of preparing notices of furnishing, notices of claim, bond claim forms or proof of claim applications, construction or mechanic's liens, and discharges of lien; (ii) litigation or arbitration expenses; and (iii) attorney and expert witness fees. This includes post-judgment collection costs.
12. Nothing in any Credit Application or in these Standard Terms & Conditions of Sale obligates Supplier to furnish credit in any amount, and Supplier may, in its sole and absolute discretion, terminate or limit the credit privileges of Customer at any time without prior notice or consequence.
13. Supplier reserves the right to decline any offer, including those on a cash basis.
14. Any personal guarantee provided with Customer's Credit Agreement shall apply to any and all existing and future transactions made by and between Supplier, Customer and/or any Customer affiliates. Supplier may rely on any personal guarantee to the full extent permitted by law, and the terms within the Credit Agreement supplement, rather than supplant, these Standard Terms & Conditions of Sale.
15. Each person who executes a Credit Application or a Cash Account Customer Application or who places an order for goods warrants that he or she is authorized and empowered to bind the Customer to the terms and conditions of these Standard Terms & Conditions of Sale. He or she gives permission to Supplier and its agents to verify all information supplied in it and to verify credit history for purposes of establishing credit limits and collections. He or she who signs a Personal Guarantee understands that Supplier extends credit to Customer in reliance on his or her own, personal commitment to make good on any unpaid amounts, and therefore further agrees that in the event of a default in any payment, and if this account is placed in the hands of an agency or attorney for collection or legal action, to pay the cost of collection, including collection agency and attorney fees and court costs.
16. Customer shall provide proper certification to support any claim of tax exempt status. Customer is responsible to pay or reimburse Supplier for all sales and use taxes paid by Supplier on transactions with Customer.
17. Customers with credit accounts shall notify Supplier within 15 days of any change in ownership of the Customer or of any adverse changes in the Customer's financial condition. No change in ownership shall alter or reduce the liability of any personal guaranty.
18. All transactions are FOB Supplier's yard, and title and the risk of loss transfers to Customer when the goods are placed in possession of the carrier. Customer has the option to pick up the goods at Customer's expense. In the event Supplier arranges for shipping, it does so as Customer's disclosed agent and Customer shall pay all associated costs, including insurance and fuel charges.
19. Customer is responsible for compliance with highway load limit and safety laws and releases Supplier from all liabilities related to vehicle weight and loading, regardless of Supplier's participation in the loading of its vehicles.
20. Prices in quotations expire after 30 days. However, Customer understands Supplier's price and performance depend on production capacity and the good's component parts' market price and availability, among other things. Therefore, Supplier may revoke a quoted price before contract formation due to changes in production capacity or changes in a component's market price or availability.
21. Supplier may, without penalty, reduce a Customer's order or cancel it entirely if the goods or a component of the goods are not reasonably producible or available or if delivery of goods becomes commercially impracticable. Supplier may also allocate production and delivery amongst Supplier's customers in a fair and reasonable manner. Supplier is not liable for failure or delay in its performance if caused by events beyond its reasonable control, including acts of God, fire, flood, war, terrorism, riot, industry-wide labor dispute, governmental order or

regulation, tariff, epidemics, raw material shortage, transportation interruption, and utility or supplier failure (each a force majeure event).

22. Customer's schedule is not binding on Supplier unless specifically accepted in a writing signed by Supplier's authorized manager. Supplier may deliver or tender goods in installments in its reasonable discretion, based on size of order, production capacity, material availability, and carrier capacity.
23. In almost all cases, Supplier specially produces for Customer the goods Customer has ordered. Customer therefore remains responsible for the price of all goods ordered even if Customer does not take delivery of, accept, purchase, or use the entire order. The goods are not returnable.
24. Customer is a knowledgeable buyer that relies on its own expertise for selection of the goods it procures from Supplier. **Supplier disclaims all implied warranties of merchantability and fitness for a particular purpose and Customer purchases the goods "as-is." There are no warranties that extend beyond Supplier's own written description of the type of goods themselves.** While acceptance of the goods may occur in several ways, at a minimum, incorporation of the goods into another product or placement of the goods in the field at the project site constitutes acceptance. Supplier lacks control over, and information about, the project for which the goods are being provided, and therefore Customer releases Supplier from liquidated, incidental, and consequential damages. Supplier's liability for damages does not exceed the price of the goods themselves. Supplier's liability for any damages related to these Standard Terms & Conditions shall be solely limited to (a) replacement of defective materials or, at Supplier's option, (b) a refund of any payments made by Buyer. For the avoidance of doubt, Supplier shall not be responsible for any labor, laydown, or other costs of Buyer.
25. To the extent allowed by law, Customer shall defend and indemnify Supplier for all claims, costs, and liabilities related to Customer's misuse or misapplication of the goods, including professional and attorney fees. Customer shall pay costs and attorney fees Supplier incurs to enforce this obligation. Supplier performs no activities on Customer's premises or jobsite and therefore will not indemnify Customer or Customer's indemnitees; however, if Supplier has arranged for delivery of the goods, Supplier will endeavor to cause the carrier to indemnify the Customer and Customer's indemnitees for personal injuries and property damage caused by the carrier up to the limits of the carrier's insurance coverage.
26. **MANDATORY BINDING ARBITRATION:** All claims or controversies arising out of or related to the Contract shall be submitted to and resolved by binding arbitration by one arbitrator in State and County where the project is located. The American Arbitration Association shall conduct the arbitration and the costs of the arbitration shall be borne equally by the parties.
27. Supplier may elect not to enforce any term in these Standard Terms & Conditions of Sale, but its election to do so is not a waiver of its right to insist on strict enforcement in the future. Rights and remedies granted to Supplier by law or by these Standard Terms & Conditions of Sale may only be relinquished in writing signed by an authorized manager of Supplier.
28. Customer's requested quantity of goods, Supplier's price sheet or price quote, as applicable, and the concurrent edition of these Standard Terms & Conditions of Sale constitute the entire, integrated contract between Supplier and Customer for the transaction and supersede all previous agreements, negotiations, proposals, and representations, whether written or oral.