

General Terms and Conditions

1. Landvatter Ready Mix, Inc. (the "Seller") supplies concrete that is designed to give required strength and durability when placed and tested in accordance with A.C.I. and A.S.T.M. standards. All material has been batched and delivered in accordance with A.C.I. 318 and A.S.T.M. C-94. Adding water to the concrete at job site will reduce the concrete's strength. Adding water will only be done at the Buyer's request and risk. For products requiring a higher slump with no loss of strength, contact Seller's Sales Department. Seller assumes no responsibility for concrete when additional water or material has been added at the job.
2. Seller is responsible for delivering the material to the job site. When Buyer requests an off the road delivery, it is the Buyer's responsibility to provide access for placing the material. If Seller's truck leaves the public roadway at Buyer's request, Buyer is thereafter responsible for any resulting tow services and mud clean-up work. Buyer further agrees to indemnify and hold Seller harmless for any property damage incurred as a result of driving on sidewalks, driveways, or property.
3. Seller's Dispatch requires a minimum of four hours notice for placing "Will Calls" and "Orders." A Will Call is a tentative Order which alerts Seller as to the yardage and the duration of time that Buyer will need concrete on the job. Seller requires a minimum of 1.5 hours advance notice for converting a Will Call into an Order. While Seller will make every effort to arrive at the jobsite at the requested time, due to circumstances beyond Seller's control, Seller cannot guarantee arrival time.
4. The title to concrete passes to Buyer when the materials are placed in the Seller's truck, thereby making Buyer responsible from this point for payment of the material.
5. Buyer agrees to notify Seller of all special requests (including color or setting time), prior to the start of a job. Seller makes no guarantees with respect to color. Buyer agrees that Seller shall not be held responsible for any harm resulting from color irregularities, and Buyer agrees to indemnify and hold Seller harmless from same. Seller, having no control over the handling of the concrete or finishing work for the project, shall not be responsible for the condition of the product after delivery.
6. Problems with delivered concrete must be reported to Seller's office, or noted on the delivery ticket within 24 hours of the delivery. No credits or deductions may be taken on invoices unless prior written approval is given by Seller's sales department or accounting department.
7. Demurrage (waiting time) will be charged to Buyer at the rate of \$1.00 per minute for unloading time in excess of 5 minutes per yard.
8. Minimum load charges will be assessed on loads smaller than 5 yards in the following amounts: \$85 for 1 to 1.75 yards, \$70 for 2 to 2.75 yards, \$50 for 3 to 3.75 yards, and \$35 on 4 to 4.75 yards.
9. In the event of tax exempt status for a particular job, Buyer agrees to submit the appropriate Sales Tax Exemption Certificate pursuant to Section 144.030, RSMo, and a Project Exemption Certificate in compliance with the provisions of Section 144.062, RSMo, prior to, or at the time of placing an order. Seller reserves the right to charge an additional processing fee in the event Buyer requires changes to the tax status of a particular order after the order has already been placed and processed.
10. Seller accepts Visa, Mastercard, and Discover. Seller's terms are net 30 days from date of the invoice. Once an invoice is 30 days old, an account is considered past due. Once an invoice reaches 45 days, the account is placed on hold. A finance charge of 1% per month will be applied to all past due invoices. Seller reserves the right to suspend shipments and deliveries herein for any reason, at Seller's discretion. If Buyer fails to comply with terms of payment, or with any of the other Terms and Conditions, Seller may cancel unfilled portions of any contract or order, without notice, and Buyer shall be responsible for all unpaid amounts. Buyer agrees to pay all expenses of collection, including court costs, collection fees, and reasonable attorney's fees should it become necessary to refer the account for collection.
11. If Buyer has an account with terms of C.O.D., payment must be made at time of delivery. Each shipment is considered a separate and independent transaction and payment therefore shall be made accordingly.
12. **NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.**
13. Credit is extended based upon the information supplied to Seller. Buyer agrees to inform Seller immediately of any change in Buyer's phone number, address, bank location, or business composition (including but not limited to changes in ownership). Buyer agrees that Seller shall be entitled to conduct periodic updates of Buyer's credit references, without notice to Buyer.
14. This Contract is governed by the laws of the State of Missouri. Any proceeding to enforce this contract shall be brought in St. Louis County Circuit Court, and Buyer expressly consents to jurisdiction and venue in St. Louis County. Buyer expressly waives the right to a trial by jury.