

SALES CONTRACT TERMS & CONDITIONS

PRECAST CONCRETE SALES COMPANY

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UTILITY STRUCTURES
PIPE & FITINGS
CASTINGS
RETAINING WALLS
GEOTEXTILE FABRICS
WATERWORKS SUPPLIES

ORDER ACCEPTANCE: All orders are subject to acceptance by Precast Concrete Sales Co. (PCS). A signed contract and approved shop drawings are needed prior to fabrication. It is the contractors' responsibility to review & return these in a reasonable time frame. After fabrication has started, the Customer is liable for cost of goods manufactured and/or services rendered. **Carefully check our sales proposal, shop drawings, and structure data sheets for accuracy.**

TAXES: Customer agrees to pay Sales or Use Tax unless exempted there from as indicated by a formal tax-exempt certificate forwarded to PCS at the time of order placement.

CREDIT: Fabrication and delivery shall be subject to approval of PCS Credit Department. PCS may at any time decline to manufacture or ship until payment is received or past due obligations are met. Payment in advance may be required if previous payment performance is unsatisfactory.

TERMS: To be arranged and subject to approval of PCS Credit Department. Unless otherwise stated, terms are COD to be paid by Cash, Certified Check or Visa/Master/American express credit card. Future shipments, as well as fabrication, may be withheld due to past due invoices. Please be advised that contract prices are valid for a stipulated length of time as stated on the contract. After that they will be increased accordingly. Any material that has been released and is still sitting in our yard after 30 days will be billed out as Stored Material. Customer agrees to pay, within terms, for all products specified in the contract once such products are manufactured, whether or not delivery is taken. If a job should be cancelled for any reason, the contractor will be responsible for any/all engineering fees incurred. Customer agrees to pay reasonable attorney fees in the event that any balance due after 30 days is referred to an attorney for collection.

DELIVERY: PCS will attempt to schedule deliveries in accordance with customer requests, provided a reasonable amount of lead-time was supplied. Prices are based on full truckload quantities, and **if partial loads or multiple drops are required, additional charges will be added** for each as deemed appropriate by PCS. Delivery permits, when required, are the responsibility of PCS to obtain. In cases where permits have been secured and the customer cancels the delivery, the Customer will be charged the cost of cancelled load and all associated permit costs to ship the rescheduled load. Customer assumes all responsibility for the unloading of delivered goods and shall provide adequate equipment and laborers for this purpose. PCS is not responsible for damage to products as a result of customer handling. **PCS will allow one (1) hour for unloading. Waiting time in excess of that will be charged to the Customer at \$150.00 per hour or any fraction thereof.**

LIFTING DEVICES: A deposit is required on all lifting devices picked up for customer use. Full credit will be issued upon their return.

RETURNS: A copy of the original delivery ticket must accompany the return. **All returns will be charged a 25% handling fee provided they are in saleable condition.** In the event the returned material needs work on it to make it saleable, a higher handling charge may be assessed. Damaged material is not returnable. Material must be inspected & approved for return by a PCS representative at jobsite and the Customer assumes responsibility for all loading and trucking fees incurred. **PLEASE NOTE THAT CUSTOM MADE MATERIAL IS NOT RETURNABLE.**

CLAIMS: Any claims for damage or shortages must be noted on delivery tickets, otherwise such claims will not be allowed. Any claims for damage or manufacturing errors shall be limited to the quoted invoice value of the defective product only. No claims will be allowed for labor, overhead or equipment.

LIMITATION OF LIABILITY: INDEMNIFICATION: Customer agrees to indemnify PCS as to any liability for personal injury or property damage that may result from the negligence of the Customer or any of the Customer's agents, employees, or anyone for whose acts the Customer is responsible. PCS has no control over the placing and handling of material after delivery and will not therefore guarantee the finished work in which it is used nor accept any liability for personal injury or property damage that may result from such placing or handling of material. By accepting this quotation/contract, the Customer agrees to hold PCS harmless from any such liability.

ASSIGNMENT: Neither party shall assign or transfer this quotation/contract without written consent of the other.

GOVERNING LAW: The terms and conditions of this order shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by the laws of the State of New York.

All above terms and conditions are agreed to by signing our contract.