

A.C. MILLER CONCRETE PRODUCTS, INC.

PO Box 199, 31 E. Bridge Street

Spring City, PA 19475

Phone: 610-948-4600

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APPLICATION FOR CREDIT TERMS

Name, Address, Telephone and Fax Numbers of Company: _____

Incorporated: _____

Partnership: _____

Sole Proprietor: _____

List Names of Principles of Company: _____

_____ Title: _____

_____ Title: _____

_____ Title: _____

Firm in Business Since: _____

Formerly Located at (Address): _____

Listed by Dun & Bradstreet: Yes: ___ No: ___ Number: _____ Rating: _____

Reference Information

Bank: 1) _____

Name Address Telephone Fax

Account Number Type of Account Contact Person

2) _____

Name Address Telephone Fax

Account Number Type of Account Contact Person

Trade: 1) _____

Name Address Telephone Fax

How Long Dealing? Items Purchased Terms/Credit Limit

A. C. MILLER CONCRETE PRODUCTS, INC. TERMS AND CONDITIONS

1. All products manufactured by A.C. Miller Concrete Products, Inc. are warranted to be free from defects in material and workmanship existing as the result of the manufacturing process. If a product is alleged to be defective, then upon written notice by certified mail only to A.C. Miller Concrete Products, Inc. setting forth alleged defects, the product will, at the sole option of A.C. Miller Concrete Products, Inc., either be returned to our plant and replaced with a duplicate product free of defects, or repaired in place without charge. No further expense to A.C. Miller Concrete Products, Inc. will be accepted. All claims of such defective products must be given by certified mail within one (1) year from date of the original shipment. The remedy provided in this paragraph shall be the exclusive remedy for any breach of warranty and A.C. Miller Concrete Products, Inc. will in no event be liable for consequential damages.
2. Products sold by A.C. Miller Concrete Products, Inc. but not manufactured by it are warranted only to such extent as said products are warranted to A.C. Miller Concrete Products, Inc. by the supplier. Any disclaimer of the suppliers' warranties accepted by A.C. Miller Concrete Products, Inc. pursuant to normal business practices shall not subject A. C. Miller Concrete Products, Inc. to any liability beyond the aforesaid limitation.
3. Freight and handling will be charged on all returned goods except items returned under warranty and in accordance with these Terms and Conditions.
4. A.C. Miller Concrete Products, Inc. assumes no liability or responsibility for location, alignment, depth, size, base, back fill, or compaction in connection with the sale of its products even though the product(s) has/have been placed into an excavation by one of our carriers.
5. A.C. Miller Concrete Products, Inc. assumes no responsibility or liability for water infiltration into any product placed into any excavation by our carriers or by any other means unless such responsibility or liability has been accepted by A.C. Miller Concrete Products, Inc. prior to the placement of the product. Such notation of responsibility or liability must be in writing and signed by an authorized representative of A.C. Miller Concrete Products, Inc.
6. The delivery covering the products listed hereon is based on our present estimate of the time required to ship after receipt of your order barring the possible breakdown of the delivering carrier. Acceptance by purchaser or its agent shall constitute a waiver by same of any claim for damages on account of any delay in delivery of such products.
7. There are additional charges for weekend, holiday, and night deliveries. Saturday deliveries incur an additional charge of 55% of the zone rate with a minimum charge of \$250. Sunday and Holiday deliveries incur an additional charge of 60% of the zone rate with a minimum charge of \$300. Night deliveries will incur an additional charge of 55% of the zone rate with a minimum charge of \$300. These special delivery arrangements are subject to availability. Additional detention charges also apply. (See paragraph 8.)
8. A. C. Miller Concrete Products, Inc. allows a maximum of two (2) hours unloading time per truck. Any time over the allotted two (2) hours will be billed at the rate of \$180.00 per hour for crane trucks and operators and \$110.00 per hour for flat bed trucks/trailers and drivers.
9. Purchaser expressly agrees to indemnify and save A.C. Miller Concrete Products, Inc. harmless from and against all claims, demands, liabilities, suits, or judgments for whatsoever kind and nature, and all costs and expenses in connection therewith, including court costs and attorneys fees, arising out of or resulting from death or injury to persons, including employees or agents of the purchaser and loss, damage, or injury to property, including the equipment, caused or occasioned or claimed to be caused or occasioned, directly or indirectly, by or in connection with the work being performed by said equipment or by any of the personnel furnished in connection with said equipment. It is expressly agreed that the equipment furnished in connection therewith is under the exclusive jurisdiction, control, and supervision of purchaser.
10. Purchaser agrees to release, defend, and hold A.C. Miller Concrete Products, Inc. harmless from any and all claims for damages due to delays arising out of causes beyond the reasonable control of A.C. Miller Concrete Products, Inc., including, but not limited to, adverse weather conditions, acts of government, inability to obtain materials, strikes, and other labor difficulties, including jurisdictional strikes. Purchaser further understands and agrees that in the event of a labor dispute or strike, jurisdiction or otherwise, which poses a threat to or would impede the normal installation, A.C. Miller Concrete Products, Inc. will discontinue work on the project until receipt of satisfactory assurance that such threat or adverse circumstance has been removed.

11.) All quotations for delivery and setting products assume accessibility and suitability for the safe operation of our equipment under its own power. This determination to be made solely by A C Miller Concrete equipment operators and we assume no liabilities if the above is not adhered to. Purchaser is responsible for all job conditions, including clear access within the limitations of A C Miller equipment including cranes when operated in accordance with safety regulations having jurisdiction, i.e. Fed OSHA, mfr. load chart. A C Miller considers utilization of 100% of the crane manufacturer's load chart values to perform the offloading and/or setting services quoted. Purchaser bears all responsibility for delays, expenses or other consequential damages resulting from the imposition of a load capacity reduction factor to the crane manufacturer's load chart values by authorities having jurisdiction at the work site. Purchaser must provide all labor required to unload and place delivered products (other than the crane operator when crane is supplied by A C Miller), including but not limited to all signalmen and riggers meeting the safety regulations having jurisdiction.

12. Material purchased, but not delivered within forty-five (45) days after the purchaser's requested delivery date, due to purchaser's failure to schedule and receive delivery, will be subject to being invoiced in full. If the invoice is not paid in full within thirty (30) days of the invoice date, it will be subject to finance charges at the rate of 1 ½ % per month for interest and storage charges. All invoiced amounts must be paid before any material will be released for delivery.

13. Standard product purchased, but not delivered within sixty (60) days after the purchaser's requested delivery date, due to purchaser's failure to schedule and receive delivery, will be subject to cancellation and may be resold without further notice.

14. Custom product may require a twenty-five (25) percent non-refundable down payment, when the order is placed. Purchaser agrees to give A.C. Miller Concrete Products, Inc. notice of any cancellation of an order for manufactured, custom product. Purchaser further agrees to remain fully liable for the full purchase price of the product, including engineering costs if applicable.

15. Purchaser agrees to give A.C. Miller Concrete Products, Inc. notice of any cancellation of delivery by 10:00 AM of the day prior to the scheduled delivery date. Any delivery cancellation notice given after 10:00 AM of the day prior to the scheduled delivery date shall be subject to a delivery cancellation charge of \$150 per hour for a forklift operator and two (2) helpers, plus trailer rental cost if applicable.

16. This instrument contains the entire Agreement between the parties, and there are no representations, understandings, or agreements, oral or written, which are not included herein. Any failure on the part of A.C. Miller Concrete Products, Inc. to exercise any right hereunder, or to take any action permitted on a breach by purchaser, shall not be deemed a waiver thereof. No waiver shall be effective unless specifically made in writing, and signed by the duly authorized representatives of both parties.

Amended 7-31-2014