

TERMS AND CONDITIONS OF SALE
(Applicable to all purchases and sales of Seller's product ("Product(s)"))

1. ACCEPTANCE. The agreement contains the full understanding of the Parties and supercedes all other agreements, written or oral, regarding its subject matter. Except as otherwise provided by written agreement subsequently executed by both Buyer and Seller, these Terms and Conditions shall supercede the terms and conditions of Buyer's order, and no prior or subsequent understanding, agreement, term, condition, or trade custom at variance with or supplemental to these Terms and Conditions shall be binding on the Seller. Acceptance or delivery of the Products hereunder shall constitute acceptance of these Terms and Conditions. Products will be deemed accepted by Buyer unless Seller is notified in writing of non acceptance within ten (10) days after receipt by Buyer. Any claim with respect to a Product sold hereunder, including claims based on shortages of goods will be waived if not brought in writing within ten (10) days of receipt of that shipment or delivery. Buyer's rights with respect to Products rightly rejected will be limited to the rights set forth in Article 10 below. No Product may be returned without Seller's written consent.

2. PROOF OF DELIVERY. Proof of delivery shall be verified by, 1) the signing of the delivery ticket by any person present at the delivery site, 2) the signing of the delivery ticket by the driver of the delivery vehicle (employee of the Seller) with notations of date and time or, 3) other written instructions agreed to by both Buyer and Seller 10 days prior to delivery. The Buyer authorizes any of its employees or representatives it sends to Seller to deliver, order, or pick up goods or materials for purchase to sign delivery receipts for said goods or materials and agrees to be bound by all the terms of said documents. In the event the Buyer directs Seller to deliver any goods and materials, and the Buyer does not have a representative present at the time of delivery, the Buyer authorizes the Seller to leave the goods and materials at the designated place of delivery. Upon said delivery, the Buyer will be responsible for said goods and materials. Seller's use of a purchase order number is for the Buyer's convenience and identification only. This agreement supercedes any inconsistent provision in any purchase order. Absence of a purchase order number shall not constitute grounds for nonpayment of charges when the Seller has had possession, or the right to possession, of the items charged.

3. RISK OF LOSS. Title and risk of loss of the Products purchased hereunder shall pass to Buyer upon delivery to Buyer's carrier at Seller's designated facility or if transported by the Seller, upon delivery by Seller to Buyer's designated address. Access to private property for the purpose of delivery of Products is at the direction of the owner or his agents. Buyer accepts responsibility for damage or loss to the property resulting from delivery of Products.

4. WEIGHT AND SHIPMENT. Unless Buyer provides transportation or indicates shipping instructions at the time of placing its order, Seller shall, without liability, select the route and carrier by which shipment will be forwarded. Except as otherwise agreed herein, quotations and sales are F. O. B. point of shipment, and weight as determined by Seller's scales and methods of measurement shall govern. Freight expense, standby or detention charges, fleeting, local switching, demurrage, car service or destination, terminal or cleaning charges shall be borne by Buyer.

5. TERMS OF PAYMENT. Upon approval of Buyer's credit, all invoices will be due the 10th of the month following date of purchase. Purchase orders may be required for certain items. Payment for purchase-ordered items will be due 90 days after placing order or on 10th of the month following delivery whichever occurs first. Storage for non delivered purchase-ordered items will be charged at 2% per month 90 days after items are placed in inventory. Any unpaid amount after 30 days will bear interest at the maximum legal rate, or 10% APR, whichever is the least, until paid. In addition to the interest, upon breach or default, Seller shall be entitled to all rights under the Uniform Commercial Code, all rights of law and equity, court costs, collection agency fees, and attorney's fees of 33% and expenses. If at any time, financial responsibility of the Buyer becomes impaired or unsatisfactory to the Seller, cash payment or security satisfactory to the Seller may be required in advance of shipment. Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly. Prompt payment discounts may be offered for certain sales. In these instances, the discount listed on the invoice may be deducted from the total amount of the invoice, provided the invoice is paid in full with cash or certifiable check on or before the tenth (10th) day of the month following the month of shipment and provided no previous items remain unpaid.

6. SECURITY INTEREST. Seller shall have the right, at its option, to retain a security interest in the Products sold or shipped and to require Buyer to execute a security agreement and financing statement to be filed under the applicable filing provisions of the Uniform Commercial Code of the state in which the Products are located. Buyer hereby grants such security interest to Seller.

7. LIMITED WARRANTY, UNIFORMITY, & ETC. The Products shall conform to the applicable specifications of the American Society for Testing and Materials, ASTM, and other such specifications as may be set forth. Concrete and concrete products are produced from naturally occurring materials; natural variations - color, efflorescence, and other variations may occur. For concrete masonry units (CMU), color and color variations in the wall shall be the same as that of the individual units in packages or cubes when unloaded on the job, prior to use. The use or placement of the CMU constitutes acceptance of the color or variations that may be present. No other color or color variation standard is expressed or implied. Wood pallets may stain the CMU. A finished concrete masonry wall may require cleaning. Suitability, selection, and application of any and all cleaning agents are the responsibility of the Buyer. Seller, having no control over the use of the Product, does not guarantee finished work, nor shall Seller be responsible for the condition of the Product after delivery to Buyer. Charges incident to inspection or testing made by or on behalf of Buyer to determine compliance with specifications shall be paid for by Buyer. Except for the limited warranty made above seller specifically disclaims any other warranty, including any express warranty, any implied warranty of merchantability of goods, and any implied warranty of fitness of goods for any particular purpose, all of such warranties are excluded.

8. CONDITIONAL WARRANTY OF CONCRETE MASONRY UNITS (CMU) CONTAINING INTEGRAL WATER REPELLANT (IWR): In the absence of accepted standards or ratings of CMU containing IWR, (ASTM E514-06, paragraph 4.5) Nettleton Concrete, Inc (NCI) specifically does not warrant or imply any standard of performance as it may relate to water penetration, wicking, or absorption of CMU containing IWR other than the standard of performance or warranty that may be offered by the manufacturer of the IWR. Any warranty which may be offered is conditional upon the standards of testing, wall design, and wall construction as are specified by the manufacturer of the IWR. Water repellent must be used in mortar.

9. DISCLAIMER RELATED TO INTEGRAL WATER REPELLANT (IWR) AND COLORED CONCRETE MASONRY UNITS (CCMU): Water will wick into and penetrate concrete masonry units (CMU) containing IWR. The method of cleaning and the chemicals applied to CMU containing IWR or color pigments must follow the manufacturer's recommendations. The washing of CMU's with power washers (any pressure more than that which is available through municipal water suppliers) and/or the use of certain cleaning agents may void the manufacturer's conditional warranty of CMU containing IWR and may damage and/or alter the color pigments of CCMU resulting in color change, streaking, or blotching of color.

10. LIMITATION OF REMEDIES. The sole and exclusive remedy of buyer or a ny other party against seller for all claims of any kind for which proper notice is given to seller, whether based upon contract, tort (including negligence), breach of warranty or otherwise, for any loss or damages arising out of, connected with or resulting from, the sale or failure to sell, shall be replacement of such product sold hereunder, f.o.b. seller's plant or terminal or utility, or at seller's option, refund of the purchase price paid for the product. No other remedy shall be available to the buyer (including, but not limited to indirect or consequential damages, loss profits, lost sales, punitive damages, injury to person or property or any other incidental or consequential loss).

11. TECHNICAL INFORMATION; HAZARDS AND PRECAUTIONARY PROCEDURES; INDEMNITY. Any technical information or assistance provided by Seller or its affiliates is given and accepted at Buyer's risk and it is not a warranty or specification. Buyer agrees that it will familiarize itself with all hazards and precautionary procedures with respect to the handling, transportation, or use of the Product and will manage the Product accordingly. Buyer will provide or make available any product safety information provided by Seller or its affiliates to Buyer's employees, to all others who handle the Product, and to its customers. Buyer agrees to indemnify Seller for any claims made against Seller or its affiliates, and for associated damages and expenses (including reasonable attorneys' fees and expenses), to the extent caused by Buyer's failure to familiarize itself with such hazards and precautionary procedures, to manage accordingly, or to provide such information as set forth above. The Buyer shall indemnify and hold Seller harmless against any and all claims, demands, liabilities, losses, damages and injuries whatsoever kind or nature, and all attorney's fees, costs and expenses relating to or in any way arising out of the ordering, acquisition, delivery, installation, possession, maintenance, use, operation, control, loss, damage, destruction, return, surrender, sale or other disposition of the goods and materials purchased. This indemnity shall not be affected by any termination of this agreement with respect to said goods and materials.

12. DUTIES AND TAXES. All duties and taxes of any governmental authority payable in respect to the purchase and sale of goods and/or the delivery of goods to the point of delivery are for the account of Buyer, except as otherwise set out herein.

13. FORCE MAJEURE AND ALLOCATIONS. Seller shall not be liable for any expense, loss or damage resulting from any delays in manufacturing, shipping or delivering Products caused by Government actions, regulations, orders or rulings, acts of God, acts of war, acts of public enemy, fire, strikes, lockouts, breakdowns, accidents, inability to secure rail cars, trucks, barges or other materials, delays in transportation, acts or omissions of Buyer, or any other events or other conditions beyond Seller's control, whether similar or dissimilar to the above-mentioned acts or occurrences. During times of shortage, Seller shall have the right to prorate among its customers in accordance with the provisions of Section 2-615 of the Uniform Commercial Code.

14. GENERAL.

A. Failure of Seller to exercise any right shall not be deemed a waiver of any rights of Seller.

B. Any oral statements made by Seller's salespersons about the Product do not constitute warranties, shall not be relied upon by Buyer, and are not part of the contract for sale. All of the terms and conditions of purchase and sale are embodied in this writing.

C. If Buyer fails to comply with the terms of payment or with any other terms of sale, Seller shall have the right, in addition to all other rights hereunder and at law, to terminate any unfilled orders without liability.

D. Buyer authorizes Seller to release account information for a specific job(s) to party or parties that have financial responsibility for the specific job(s). Said party or parties being, but not limited to, general contractors, owners, bonding companies or lending institutions.

E. The laws of the State of Arkansas shall govern all sales. All litigation of any debt or issues between the parties shall be in the courts of the Western District of Craighead County at Jonesboro, Arkansas.

DANGER Portland cement and products containing Portland cement, silica (sand), slag, or fly ash require precautions in handling and exposure
SEE MATERIAL SAFETY DATA SHEETS OF PRODUCTS FOR FURTHER INFORMATION
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