



A Plum Creek Products Company

CUSTOMER TERMS AND CONDITIONS

Since 1946 E&C Precast Concrete has taken great pride in manufacturing superior, innovative concrete products. *More than products... we offer CONCRETE solutions!* The company has an excellent reputation for high quality products, excellent customer service, and always stands behind its work.

Precast concrete products; whether wet cast concrete, glass fiber reinforced concrete, or cast stone, offers a superior product. Some of its advantages are increased quality of material, versatility, durability, sustainability, time efficiency, longevity, and is one of the most diverse, esthetically pleasing building materials. It can be produced in almost any color, shape, or texture and is practically maintenance free. Concrete is also an environmentally friendly building material, completely recyclable, and hits high marks for the energy efficiency that can build LEED sustainability credits.

Please review the Terms and Conditions and return a signed copy so that we may get your project scheduled for production.

1. Scope of Work

The scope of work will consist exclusively of what is listed on the attached Scope of Work document. Anything NOT included on this document is excluded from the scope of work.

2. Quality of Work

All work will be manufactured, handled, stored, delivered, and in some cases installed in a professional and workmanlike manner in conformity with customary industry standards and practices using current materials and techniques, and will be completed by trained associates. **THIS DOES NOT MEAN ZERO DEFECTS.** Color, texture, style, and quality can all be determined in the eye-of-the-beholder and can lead to many different judgements and perspectives. Precast concrete and cast stone are natural products and have natural imperfections. Products are basically handcrafted, and the irregularities and variations are part of the uniqueness and in many cases can be viewed as an enhancement. Industry standard tolerances will apply and must be reasonable and realistic within general accepted limits. Product and color samples will be provided for approval prior to production. Please note that even with an approved product sample there may be slight variation to the final product.

A copy of our Care & Maintenance can be found at: <http://eandcprecast.com/docs.html>

3. Changes and Cancellations

Any additional work requests or changes in specification of any portion of the Scope of Work must be requested in writing through the office. All changes in work will be set forth in a Change Order and will have a price attached if applicable. Order changes may affect production timing and confirmed delivery schedule. Custom orders cannot be cancelled once production has been started. Should an order require cancellation prior to production, you may be held responsible for the costs up to that point including design, shop drawings, product sample, jobsite visits, etc.

4. Pricing and Payment

Prices shall be quoted in writing and will be valid for 60 days from the quote date. All quotes must be signed and dated prior to the project moving into production. **NO VERBAL QUOTES WILL BE HONORED.** Appropriate taxes will be added. If the project is tax exempt or for resale, we must have the proper certificate on file prior to invoicing otherwise taxes must be collected. All custom work requires 50% of the total price to be paid in advance unless the customer has an existing open account, account is in good standing, and has a current credit application on file.

Payment in full will be made within thirty (30) days from the date of the invoice or within the payment terms agreed to on your quote. An account will be considered delinquent if payment has not been received within fifteen (15) days from payment terms due date. A finance charge of 1.5% per month may be assessed on any unpaid balance that is greater than thirty (30) days. Credit privileges may be suspended and could require prepayment on all future orders. In addition, a lien may be placed against a project location for unpaid balances greater than sixty (60) days.

Progress billing may be appropriate for jobs that extend beyond one month and will be invoiced at least once per month. Consulting, design, and mockup that are not listed in the Scope of Work will be invoiced at \$150 per hour. Final payment and acceptance shall release E&C Precast Concrete from any further obligation in respect to the project.

5. Delivery

Delivery must be requested at least five days in advance. In most cases, our delivery service includes offloading of product with our truck crane. We must be able to get within about 25 feet of where we can safely park and set the stabilizers. If there are permits, road closures, or traffic modification required for us to deliver, it must be set up prior to scheduling delivery so that we can make every effort to be at the jobsite when you are requesting. If the job requires an outside crane, it must be scheduled in advance. If the job requires a forklift, furniture dolly, or other specialized equipment, this should be communicated at time of delivery scheduling. There must be a straight and open throughway large enough to accept the product size and get to the site location. If for any reason the delivery time extends beyond the Scope of Work, the truck/driver rate is \$150 per hour.

All product delivered must be inspected upon receipt. Any damage needs to be noted before driver leaves the jobsite and the office must be notified immediately. We cannot be responsible for damage once it is accepted on location.

6. Installation

Installation must be requested during the quoting phase of the project and needs to be included in the Scope of Work. Installation services include but are not limited to: field measurements, assembly, mounting, cutting, sanding, sealing, etc. E&C Precast Concrete reserves the right to refuse installation services for any reason. Upon acceptance of installation, jobsite access and preparations must be made in advance to ensure that installers can complete work safely and efficiently. Any unforeseen delays or changes that extend past the original installation Scope of Work will require a Change Order and be billed at a rate of \$150 per hour.

7. Warranty

Upon receipt, product will be warranted against material and manufacturing defects for a period of one year unless otherwise specified.

If there are any issues with the finished product, E&C Precast Concrete must be informed immediately and given the chance to make corrections. We make every effort to guarantee our work, however, we cannot warranty against spalling, usually caused by freeze/thaw or a chemical reaction due to salting. Damage caused by salt or other ice melting compounds cannot be covered under warranty regardless of whether a sealer was applied or not.

Installation is considered acceptance of product. E&C Precast Concrete cannot warranty against abuse, mishandling, or disregard of product.

Custom concrete products are functional art, and most are created one at a time by hand for your individual project. The characteristics of handmade custom products are that no two are ever exactly alike. Imperfections such as small color blotches, surface dimples, small bug holes, spidering or hairline cracks, etching, polishing, or texture variations are all a normal design feature of custom concrete and considered to be part of the character. There is no guarantee of perfection.

Precast concrete is not a waterproofing material. Building envelope, including flashing, is always by others.

Typical tolerance criterion for the acceptability of a concrete product requires that the finished surface shall present a pleasing appearance with no obvious imperfections other than minimal color and texture variations when viewed in typical lighting with the naked eye at a 20-foot distance.

8. Color, Texture, and Sealer

Color can add value to your project. The addition of color can make a product stand out or blend in. It can be added as integral color, or a penetrating stain. A color chart can be found on our website at: <http://eandcprecast.com/docs.html>

Some color variation is normal. Finished color will continue to change due to normal curing, ultraviolet bleaching, time of day, what the product is adjacent to, if it is wet or dry, if it is in a shaded area or in direct sunlight and will continue to change through each season of weather. Efflorescence is a natural occurrence where salt leaches out of the concrete leaving a chalky white surface. The darker the color oxide the more leaching will occur. It can be dry brushed or lightly sanded and should fade away after a few seasons of weather.

Precast products with a smooth, etched, or polished surface finish will typically have small bug or air holes. Bug holes have no effect on the durability or weatherability of a good quality concrete mix design. If these holes are less than 1/4" diameter, it is recommended that they be accepted, as filling and polishing may cause increased color differential.

A good penetrating sealer can help protect concrete products from the elements but can change the color and texture of the finished product. Sealing is always excluded unless listed in the scope of work.

9. Safety

E&C Precast Concrete has a strong and award-winning safety program. Safety is our most important product. Every associate is responsible for his/her own safety. As a condition of our safety program, if a job or task is unsafe, DON'T DO IT! It is up to the delivery and/or installation crew to determine the safety of a project.

A copy of our Material Safety Data Sheet can be found at: <http://eandcprecast.com/docs.html>

10. Insurance and W9

E&C Precast Concrete maintains in full force general liability and worker's compensation insurance coverage. GL and WC certificates can be requested from the office and normally take 24 hours to process. Request for taxpayer certification and a W9 can be printed from our website at: <http://eandcprecast.com/docs.html>

11. Indemnification

Fully permitted by law, customer shall indemnify and hold harmless E&C Precast Concrete, Inc., A Plum Creek Products Company, Inc., its officers, directors, and its associates from all damages, losses, or expenses, including attorney's fees, from any claims for damage to tangible property, other than the work itself.

In the event of a dispute that is not informally resolved, parties agree to mediation or arbitration.

12. Confidentiality

An estimate including scope of work and pricing information is confidential and proprietary. It is for use by your organization only and shall not be disclosed to others outside of your organization without written permission from E&C Precast Concrete, Inc.

13. Miscellaneous

These terms and conditions may not be modified or amended except in writing and signed by the responsible parties.

Customer Acceptance:

Name (print): _____

Company: _____

Name (sign): _____

Title: _____

Date: _____