



TERMS & CONDITIONS

1. **PAYMENT:** All sums payable to CONCRETE PUMPER shall be due on or before the tenth (10th) day after the date shown on this contract and if not paid by said date shall bear interest thereafter at 2% per month or the maximum rate allowable under law as of the date of this contract. 2. **SEPARATE ENFORCEMENT:** This contract is separate and severable from any other similar or related contracts CONCRETE PUMPER may enter into with Contractor for work at the same job or job address described on this contract, and this contract may therefore be enforced by CONCRETE PUMPER without waiving or barring its rights to enforce through different and separate legal or arbitration proceedings, its right to full payment due under such other related contracts. 3. **ARBITRATION:** All disputes arising under or in any way related to the performance, interpretation, or enforcement of this contract, including issues of arbitrary, shall be submitted to arbitration before the American Arbitration Association, at an office local to CONCRETE PUMPER, pursuant to its Construction Industry Arbitration Rules. 4. **ATTORNEY'S FEES AND COSTS:** The prevailing party to any legal or arbitration proceedings shall be entitled to recover as part of its award or judgment, all of its attorney's fees, court costs, and filing fees, as actually incurred and paid in connection with or in preparation for said proceedings. 5. **NO WARRANTIES OR REPRESENTATIONS:** This written contract is the entire contract between the parties and supersedes all other written or oral promises or representations. No warranties or representations, express or implied, are made as to the fitness or suitability of equipment or services and CONCRETE PUMPER shall not be liable for any loss, liability or damages caused or claimed to be caused as a result of any operation or equipment failures or defects in equipment, or as a result of any delays in the performance by CONCRETE PUMPER of its services herein provided for. 6. **SITE ACCESS:** Contractor shall provide adequate and timely site access, work, setup and washout areas and shall coordinate and schedule its work and the work of contractor's related trades so that CONCRETE PUMPER's can complete its work in the safest manner possible. 7. **TERMINATION:** In the event Contractor breaches its contract, becomes insolvent or commences any proceeding for bankruptcy CONCRETE PUMPER shall have the right to immediately cease its services and terminate this contract, without further liability to contractor. 8. **INDEMNIFICATION:** Contractor agrees to indemnify and defend CONCRETE PUMPER against all liability, losses, damages, claims, expenses and attorney's fees, for personal injury or property damage which arise out of or related to the performance of this contract and which are caused by the sole or concurrent negligence of the Contractor, or its agents or employees. 9. **CANCELLATIONS:** Cancellations on equipment will be made three (3) hours prior to scheduled start-time or the following equipment charges will apply: **EQUIPMENT:** two (2) hour minimum at the equipment hourly rate. **NOTICE:** CONCRETE PUMPER ASSUMES NO RESPONSIBILITY FOR DAMAGE INSIDE CURB OR PROPERTY LINE. WE ARE NOT RESPONSIBLE FOR DELAYS CAUSED BY IMPROPER SCHEDULING OF TRUCKS, CHANGES IN GRADATION OF AGGRAGATE OR INCORRECT BATCHING OF CONCRETE. EXCEPTIONS AND CLAIMS SHALL BE DEEMED WAIVED UNLESS MADE TO US IN WRITING ONE (1) DAY AFTER RECEIPT OF SERVICES. SUCH CLAIMS SHALL NOT EXCEED THE AMOUNT INVOICED BY THIS COMPANY FOR SERVICES PERFORMED ON THE DAY AND ON THE JOB INCIDENT OCCURRED. CONCRETE PUMPER ASSUMES NO RESPONSIBILITY FOR INJURY FROM IMPROPER HANDLING OR MISUSE OF SYSTEM OR EQUIPMENT. CONCRETE PUMPER MAKES EVERY EFFORT TO FURNISH EQUIPMENT THAT WILL NOT BREAK DOWN ON JOB. HOWEVER, IF THERE IS AN EQUIPMENT FAILURE, CONCRETE PUMPER WILL NOT ACCEPT CHARGE BACKS IN EXCESS OF FACE AMOUNT OF THIS INVOICE. CUSTOMER ASSUMES ALL COSTS OF COLLECTION IN EXCESS OF STANDARD BILLING.

- A. All pours are subject to a 4-hour minimum. All pours over 4 hours will be billed "time on job", including set-up and wash out.
- B. There will be a minimum of 2 hours charged for late cancellations (less than 3 hours prior to CONCRETE time).
- C. Pours on Saturdays will be billed an additional \$35 per hour for overtime.
- D. Pours on Sundays and holidays will be billed an additional \$75 per hour for overtime.
- E. Customer to provide priming materials or Reynolds will provide packets for \$35 each.
- F. 1cy. of grout is required for all 52m and larger booms. If grout is not ordered, no back charges will be accepted for plugs on prime.
- G. All tows are paid by customer if pump becomes stuck after leaving paved road.
- H. Additional system will be billed as follow: 1.) all system on boom pumps will be billed at \$1 per foot. 2.) all 2-1/2" system on line pumps over 200 feet will be billed at \$1 per foot. 3) All system on line pump larger than 2-1/2" will be billed at \$1 per foot.
- I. Prior day set-up or system delivery will be billed at \$75 per hour portal to portal.
- J. No back charges will be accepted for late arrival on second pours.
- K. Oversized outrigger pad delivery and pick-up will be billed at \$180.
- L. There will be 8% energy surcharge added to each invoice.
- M. All steel fiber mix designs will be billed at an additional \$.50 per yard to compensate for damage to boom pipe.
- N. Rental rates subject to change if agreement is not accepted within 30 days of the date of this quote.
- O. A back-up pump is recommended for large pours requiring a high-speed pour rate or using high early or high strength concrete where a back-up pour system is not available. If no back-up is ordered, no back charges will be accepted because of equipment failure. Ask for additional pricing.
- P. Reynolds will not accept back-charges greater than the total amount of the bill for the pump that day.
- Q. Reynolds will provide an extra man on job, as needed, for additional \$75 per hour.
- R. Reynolds may provide Envirosac washout bags for \$65 each.
- S. All jobs that require a 42meter pump or larger in Indiana will be billed a permit fee of \$125
- T. Any customer with an existing balance greater than 60 days past due for which payment has not been received will be placed on ACOD without exception. Furthermore, any balances greater than 60 days will be subject to a mechanic's lien(s), and if necessary, Reynolds will communicate with the owner(s) of said project(s) about payment status.