

GENERAL SERVICES AGREEMENT (GSA) - TERMS AND CONDITIONS OF SALE

"Customer" agrees to do business with River's Edge Concrete, LLC ("River's Edge"), pursuant to this General Services Agreement (GSA), and accepts all terms in the GSA without reservation or modification. Customer anticipates entering into further agreements whereby River's Edge will provide/sell to Customer certain labor, materials, products and services relating to projects where Customer has a contract with a third party to provide construction services; Customer also agrees in advance to the following GSA Terms and Conditions of Sale for all such projects:

GSA Term: This GSA is effective retroactive as of January 01 in the year signed below by Customer, and will remain in effect for ten years or until amended, or cancelled in writing by River's Edge with notification to Customer, or replaced with the next year's GSA.

GSA Services: Materials, products and services provided by River's Edge to Customer include, but are not limited to: ready mix concrete, concrete related materials, concrete placing services, aggregate, and construction materials, equipment and tools.

GSA Contracts: This GSA shall be considered part of all written Price Quotations, Contractor Pricing Agreements, Specific Project Agreements, and any other Agreements between River's Edge and Customer, including River's Edge's Policies and Procedures, during the Term of this GSA; to the extent the terms of the Price Quotations, Contractor Pricing Agreements, Specific Project Agreements, and any other agreements or contracts between River's Edge and Customer ("Contracts"), including River's Edge's Policies and Procedures, conflict with the terms of this GSA, the terms of this GSA take precedence, supersedes those terms and control.

GSA Authorized Signature: This GSA shall be signed by one of the Customer's Corporate Officers, Partners or Owners, authorized to bind Customer to this GSA. Customer's Corporate Officers, Partners, or Owners authorized to bind Customer, may also designate in writing to River's Edge an employee(s) who is authorized to sign this GSA and other contracts.

TERMS AND CONDITIONS OF SALE

All Sales made by River's Edge are subject to the General Terms and Conditions of Sales set out in this GSA. Should Customer receive material, product or services pursuant to a specific quote, but prior to signing it, Customer shall be deemed to have accepted the quote as well as all General Terms and Conditions of Sales the terms of this GSA as stated herein; to the extent the terms of the quote conflicts with the terms of this GSA, the terms of this GSA take precedence, supersedes those terms and control.

1. Warranties, Remedies and Limitations:

- a) River's Edge warrants to Customer that, at the time of delivery, the goods sold will conform substantially to the description on the face of the specific quotation. If a substitution or "or equal" approval is included the Customer is fully responsible for obtaining all necessary approvals. **RIVER'S EDGE'S LIABILITY AND CUSTOMER'S REMEDY UNDER THIS WARRANTY ARE LIMITED AT RIVER'S EDGE'S DISCRETION TO 1) REPLACEMENT OF DELIVERED READY-MIXED CONCRETE ONLY WHICH IS SHOWN TO RIVER'S EDGE'S REASONABLE SATISFACTION TO HAVE BEEN NON-CONFORMING; OR 2) A REFUND OF THE PURCHASE PRICE; OR, 3) IF NOT PAID, TO A CREDIT IN THE AMOUNT OF THE PURCHASE PRICE. IN NO EVENT SHALL RIVER'S EDGE BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.**
 - b) River's Edge warrants to Customer that it will convey good title to the goods sold hereunder.
 - c) River's Edge shall not be responsible for, or pay, any charges for inspection or tests made by or on behalf of Customer.
 - d) **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE UNIFORM COMMERCIAL CODE ("UCC") WARRANTY OF MERCHANTABILITY AND THE UCC WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. THE REMEDIES OF CUSTOMER FOR ANY BREACH OF WARRANTY SHALL BE LIMITED TO THOSE PROVIDED HEREIN. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES OR LIMITATIONS WILL BE BINDING UPON RIVER'S EDGE UNLESS IN WRITING, SIGNED BY A DULY AUTHORIZED OFFICER OF RIVER'S EDGE. THESE WARRANTIES EXTEND ONLY TO CUSTOMER AND ARE NOT INTENDED TO BENEFIT OTHER PARTIES.**
 - e) When possible, River's Edge will pass on available product warranties or guarantees provided by others to the Customer, but Customer understands and agrees that such warranties or guarantees are not being provided by River's Edge and that River's Edge will not fulfill the terms of such warranties or guarantees, but will assist the Customer in gaining access to or information regarding the provider of such warranty or guarantee.
2. Any contract between River's Edge and Customer shall include in its entirety the terms of this GSA. The terms and conditions of this GSA shall govern and control as between this GSA and any other contract or form. This GSA supersedes all previous communication, representations or agreements, either oral or written, between the parties hereto. Any contract between River's Edge and Customer shall not be affected or modified by Customer's purchase order forms or other documents containing terms different from or in addition to those contained herein. Any modification, amendment or change to the terms of this GSA must be agreed to in writing signed by both parties specifically referring to this GSA and any other applicable contract between River's Edge and Customer.
 3. Safe, hazard free approaches for River's Edge vehicles at jobsite are to be provided by Customer. River's Edge is not liable for any damage incurred if Customer requests that River's Edge's vehicles move past the curb line or right of way limits. Customer shall pay all fees and costs in repairing damages to the River's Edge vehicle and all damages and injuries to third parties or other property.
 4. River's Edge is not responsible for strikes, lockouts, fires, accidents, raw material shortages, transportation shortages, and other causes, natural or otherwise, beyond its control which delay or cancel the manufacture and/or delivery of ready-mixed concrete, material, products and services.
 5. River's Edge observes New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day as holidays, and plants are closed. Ready-mixed concrete, materials, products and services delivered on the above days will require an additional charge for the increased costs.
 6. Customer is solely responsible for obtaining and complying with the current version of River's Edge's Dispatch Service Guidelines (available at www.riversedgeconcrete.com) which are incorporated by reference as if fully set forth herein.
 7. River's Edge's Material Safety Data Sheet (MSDS) is available to Customer upon request or from www.riversedgeconcrete.com. Customer is solely responsible for supplying, and shall supply, all relevant MSDS information to its employees and its own customers.
 8. Prices quoted may escalate due to increases in the cost to River's Edge of aggregate, cement, admixtures, fuel, commodities, or materials obtained from River's Edge suppliers from the date of specific quotation to the date of delivery. If it becomes necessary for River's Edge to institute a surcharge due to price increases, the surcharge will be assessed as an add-on to the price of the material, product or service.
 9. If a dispute arises between Customer and River's Edge regarding any labor, materials, products and services River's Edge provides to Customer, a dispute regarding this GSA, or a dispute regarding any Contract, River's Edge may elect at its sole option, and the customer herewith consents, to submit the dispute to arbitration under the Construction Industry Rules of the American Arbitration Association in Minneapolis, Minnesota, but River's Edge and Customer shall mutually agree on the arbitrator(s). Under no circumstances may customer withhold from timely payment any amount in excess of the bona fide amount under dispute.
 10. If River's Edge elects to bring legal action to collect any past due amount, to enforce any provisions of this GSA, or to enforce any provisions of any Contract, Customer shall pay all collection costs including, but not limited to, arbitration, mediation, court costs and reasonable attorney's fees. Customer further agrees to be subject to the jurisdiction and venue of the Ramsey County District Court in St. Paul, Minnesota.
 11. River's Edge is not responsible for securing loads of materials/merchandise on vehicles other than their own delivery vehicles.
 12. **CUSTOMER SHALL, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HOLD HARMLESS, INDEMNIFY AND DEFEND RIVER'S EDGE AND ITS OFFICERS, DIRECTORS, EMPLOYEES, INSURERS AND SUBCONTRACTORS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSSES, COSTS AND EXPENSES ARISING OUT OF OR RESULTING FROM THE NEGLIGENT ACTS OF OMISSIONS OF THE CUSTOMER, INCLUDING BUT NOT LIMITED TO A) ANY AND ALL CONSTRUCTION ACTIVITIES AT THE SITE, B) PERSONAL INJURIES RESULTING OR ARISING OUT OF CONSTRUCTION ACTIVITIES AT THE SITE OR C) LIABILITY OR INJURIES RESULTING FROM SECURING LOADS IN TRANSIT. CUSTOMER AGREES TO PURCHASE INSURANCE PROPERLY ENDORSED TO COVER THIS OBLIGATION TO RIVER'S**

EDGE. CUSTOMER'S OBLIGATION TO HOLD HARMLESS, INDEMNIFY AND DEFEND RIVER'S EDGE DOES NOT EXTEND TO ANY FAULT DIRECTLY ATTRIBUTABLE TO THE ACTIONS OF RIVER'S EDGE.

13. **Payment Terms:** SALES TAX is not included in the pricing and will be charged accordingly. Payment to River's Edge by Customer on its open credit accounts shall be made by the thirtieth (30th) day following each of Customer's orders and the resulting delivery of products and services by River's Edge. The Customer shall pay interest at a rate of 1.5% per month (an annual percentage rate of 18%) on the unpaid balances owed at the end of the previous billing cycle after subtracting any payments made and credits allowed during a billing cycle. The Customer shall pay a minimum fee of \$25.00 per credit transaction for failure to submit proper tax-exempt documentation prior to the start of the project.

River's Edge does accept Visa, Master Card, Discover and American Express under the following conditions:

- For C.O.D. orders processed by River's Edge Customer Service, Customers credit card will be processed prior to the ticket being shipped and will be exempt of a credit card processing fee.
- For customers not having an open line of credit with River's Edge, Customer may choose to pay by credit card for each invoice that is created. However, Customer must complete a "Credit Card Authorization Form" which allows River's Edge to charge Customer account as soon as the invoice is created. River's Edge will mail/e-mail a receipt to Customer for each transaction. This immediate processing will be exempt of a credit card processing fee.
- If a customer, with an open line of credit, chooses to pay with a credit card, after the invoices have been billed to Customers account, a credit card processing fee of **2.62%** will be added to the total of invoices being paid.

READY MIX & PLACING

1. Specifications: Ready-mixed concrete shipped shall generally conform to the current American Society for Testing Materials (ASTM) Standard Specification C94-04 Option A (except paragraph 4.2.2) unless otherwise specified in writing by Customer and agreed to by River's Edge.
2. Warranties, Remedies and Limitations:
 - a) River's Edge does not, under any circumstances, warrant the performance of concrete which is not adequately cured, is improperly handled and/or finished, or is not fit for the intended use after delivery/discharge to Customer or for which the mix design was provided by a party other than River's Edge.
 - b) River's Edge does not warrant, under any circumstances, the final color or appearance of any architectural specified ready-mixed concrete.
3. Testing of plastic concrete properties including sampling, temperature, slump, unit weight, air content, casting and curing of strength samples, etc. shall be in accordance with procedures listed in the current ASTM specifications and performed by an ACI certified field testing technician or their equivalent. Any rejection of ready-mixed concrete on the basis of deviations in slump or in air content from limits designated in this contract shall be at the time of delivery. Acceptance of delivery by the Customer shall constitute waiver of any claim. Strength tests shall be in accordance with ASTM C 31.
4. Except for water necessary to bring ready-mixed concrete up to a specified slump at time of delivery or admixtures based upon the mix design, any additional water, admixtures or additional materials added to ready-mixed concrete shall be at Customer's risk.
5. Placing: Customer shall provide a pumpable mix, in terms of gradation of aggregate, slump, and batching of concrete, for the designated pumping equipment; provide for adequate scheduling of concrete delivery; provide for reasonable access in a level, well-compacted location, free from overhead power lines to safely set up and operate the equipment. In addition, Customer shall provide sufficient on-site access and clean-out areas for the placing equipment; provide adequate notice of change of schedule to River's Edge; and provide hoisting of placement equipment.
6. Placing: Customer shall provide personnel for set up of the pump line and to handle the pump line during concrete placement, as well as providing a suitable place for line and pump clean-up. Customer assumes all responsibility and cost for removal of pump from job site if tow trucks, wrecker trucks, etc., are required due to road or job site conditions.
7. No quote or contract includes (a) any costs which may be incurred for engineering or testing requested by Customer or (b) cooling costs of concrete required by the weather or admixtures.
8. Customer will comply with all municipal, state, federal and/or environmental agency Construction Site Regulations and permits. Customer acknowledges that they will not request or direct River's Edge to perform in any manner that is not in accordance with applicable regulations and permits. Customer further acknowledges that in the State of Minnesota (and other states as may be designated in the future) River's Edge will not wash out on construction sites, or be required to utilize any waste material containment system other than that provided by River's Edge. River's Edge will retain its own wash water utilizing a River's Edge provided wash out system or other approved River's Edge service and will return wash water to a River's Edge plant for disposal and/or recycling in accordance with fees and regulations.
9. If, due to strikes, lockouts, fires, accidents, raw material shortages, transportation shortages, and other causes, natural or otherwise, beyond its control, River's Edge is unable to provide ready-mixed concrete of the specified mix-design or as otherwise identified in River's quote or Contract, then River's Edge reserves the right to offer a substitute or alternative ready-mixed concrete product to Customer. If Customer accepts said substitute or alternative, Customer is fully responsible for obtaining all necessary approvals. Customer also agrees to pay the difference in price, if any, between the originally specified mix-design and the substitute.

AGGREGATE

1. Specifications: Aggregates provided by River's Edge to Customer shipped under any specific price quotation or Contract shall conform to the current American Society for Testing Materials (ASTM) Standard Specification for the specific aggregate ordered unless otherwise specified in writing by Customer.
2. Aggregate testing shall be made in accordance with procedures listed in current ASTM Standard Specification applicable to each aggregate product. Acceptance of delivery by the Customer shall constitute waiver of any claim.
3. Prices quoted are for aggregates inventoried by River's Edge at the time of delivery unless otherwise specified herein. Prices may vary depending upon inventory. Some aggregates products may not be available from time to time.

RIVER'S EDGE SUPPLY

1. VISA, MasterCard, Discover and AMEX Credit Cards accepted. River's Edge does not accept checks at any location.
2. Customer agrees to comply with policies related to Special Orders, Product Returns, Material and Equipment Rental, and Delivery Charges (available at www.riversedgeconcrete.com).

IN WITNESS WHEREOF, this General Services Agreement has been executed on behalf of the Customer by its duly authorized officer, partner, owner, or designated employee below :

Company ("Customer") Name: _____

(River's Edge Authorized Signature)

Authorized Signature: _____

(Print Signature Name)

(Print Signature Name)

Date _____

Title: _____

Signature Date: _____

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