

## **Mesa Precast Terms and Conditions:**

12. Warranty- Mesa Precast hereby warrants all materials and workmanship furnished by it, to be free from defects for a period of (1) year from the Substantial Completion Date with the exclusions of: crazing, efflorescence, soil movement or freeze thaw conditions and damage caused by others. Materials confirmed by Seller to be defective or not in accordance with Purchase Order specifications will be repaired or replacement material will be supplied.

2. Payment Terms- 50% deposit and 50% prior to shipment. At Buyer's request, delivery date may be extended beyond originally scheduled time, however final payment continues to be due on the date agreed to and material is available for delivery regardless of changes to project schedule.

3. Performance- Seller will deliver materials by dates mutually agreed upon in writing. Changes to the schedule require mutual agreement. Buyer acknowledges they have been provided lead times and have reasonably incorporated them into their schedule.

4. Changes- Buyer acknowledges custom specially fabricated materials. Changes may be made until material fabrication has begun. Changes may require an additional cost. Changes after fabrication has begun may only be made with Seller written approval including the cost of any material already produced.

5. Time- Buyer has received and understands the production lead times for specially fabricated materials. Buyer agrees that lead times must be incorporated into Contractor's schedule and delivery dates mutually agreed upon in writing. Seller is not responsible delays, changes or ANY damages outside of the mutually agreed upon written schedule. Seller expressly rejects any consequential damages for any reason.

6. Retainage- Buyer acknowledges specially fabricated materials and retainage is not applicable to this order.

7. Acceptance- Materials confirmed by Seller to be defective or not in accordance with Purchase Order specifications will be repaired or replacement material supplied. No material should be returned to Seller. Installation constitutes acceptance of the material.

8. Termination- Buyer acknowledges specially fabricated materials. Buyer may not terminate for any reason once the Purchase Order is placed except if mutually agreed upon schedule is not met for a substantial impact. Buyer and Seller agree to first work to resolve any differences in scheduling for best possible success of the project.

9. Indemnification- Buyer acknowledges Seller is a material supplier only and buyer assumes all risk and responsibilities for installation and proper and safe material handling.

10. Liens- Buyer acknowledges lien rights on goods and specially fabricated materials until order is paid in full.

11. Limitation of Liability- In no event shall Seller liability exceed total amount of the Order. In no event shall Seller be liable for consequential, incidental or special damages or lost profits.

13. Buyer acknowledges Mesa Precast is a supplier only. In the event there is conflict between Mesa Precast Terms and any other terms of a Purchase Order or Owner Contract if referenced, Mesa Precast Terms shall prevail. Buyer acknowledges installation of material is NOT included.

14. Force Majeure- Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts

or omissions, changes in laws or regulations, national strikes, fire, explosion, epidemics/pandemics or generalized lack of availability of raw materials or energy.

15. Cost Increases- Projects not approved to be produced with 6 months of order placement may be subject to cost increases.