

STANDARD TERMS & CONDITIONS OF SALE

1. The term “Supplier” as used in these Standard Terms & Conditions of Sale means Cadillac Asphalt, L.L.C. The term “Customer” means the entity purchasing goods or services from Supplier.
2. The current and all future transactions, sales, or services provided by Supplier to Customer shall be governed by these Standard Terms & Conditions of Sale and not by any other form, order, request, or document unless clearly and expressly consented to in writing and signed by an authorized manager of Supplier. These terms supplement the rights granted Supplier under common and statutory law, such as those granted by the Uniform Commercial Code. Customer’s contradictory, supplementary, or additional terms, whether sought as a change to these Standard Terms & Conditions of Sale or contained in a purchase order, confirmation, requisition, or any other document, are considered proposals, are material alterations, and are expressly rejected, regardless of Customer’s acceptance or payment for the goods or services once or in a course of dealing.
3. All information contained in any Credit Application is kept strictly confidential unless Supplier is obligated to release it in a legal proceeding.
4. Electronic signatures are permitted, enforceable, and binding on the Customer.
5. Customer shall provide the location and owner of each project for which goods are purchased. Supplier may demand Customer provide notices of commencement, payment bonds, and proof of the project owner’s financing for the project as a condition precedent to its duty to tender goods to Customer. Supplier may stop delivery if Customer does not promptly provide these documents upon request.
6. **PAYMENT TERMS** are net thirty (30) days and may be enforced in accordance with those stated on each invoice at Supplier’s discretion.
7. Discount terms, if applicable, are strictly enforced. Additional fuel and energy surcharges may apply.
8. The price for all goods sold by Supplier to Customer is time sensitive, based upon the date of each sale and the date of payment. Customer therefore agrees to pay Supplier time-price differential charges of one and one-half percent (1.5%) per month on all invoice amounts that are not paid within 30 days of the date of the invoice, such that the price of the unpaid invoice will be increased by this 1.5% time price differential until the invoice is paid in full.
9. Forty-five (45) day accounts may become C.O.D. or joint check at Supplier’s discretion.
10. Customer authorizes Supplier to debit the bank account or credit card account provided to Supplier for the purpose of making electronic payments and authorizes Supplier to process recurring debits as necessary to complete an order, if applicable. If Supplier is unable to debit the account provided for this purpose, for any reason, Supplier may automatically re-attempt to collect the amounts due. If re-debiting is unsuccessful, Customer agrees to pay fees that may apply, and Supplier reserves the right to terminate any order if a required payment is not immediately collected. Customer shall update Supplier with information that may impact the processing of an electronic payment, such as a credit card reported lost or stolen, expiration date changes, or address changes. Customer remains solely responsible to check its account for Supplier transactions and must notify Supplier within thirty 30 days of the transaction date of any transaction that appears to be in error. Customer warrants that this authority to initiate electronic payments shall remain in full force and effect until Supplier has received written notification from Supplier of its termination, in such time and manner as to give Supplier a reasonable opportunity to act on the notice.
11. Customer will pay Supplier all costs it incurs to secure and recover payment from Customer, including, but not limited to, the cost of preparing notices of furnishing, notices of claim, bond claim forms or proof of claim applications, construction or mechanic’s liens, and discharges of lien, as well as litigation or arbitration expenses, and attorney fees. This includes post-judgment collection costs.

12. Nothing in any Credit Application or in these Standard Terms & Conditions of Sale obligates Supplier to furnish credit in any amount, and Supplier may, in its sole and absolute discretion, terminate or limit the credit privileges of Customer at any time without prior notice or consequence.
13. Supplier reserves the right to decline any sale, including those on a cash basis.
14. Any personal guarantee provided with Customer's Credit Agreement shall apply to any and all existing and future transactions made by and between Supplier, Customer and/or any Customer affiliates. Supplier may rely on any personal guarantee to the full extent permitted by law, and the terms within the Credit Agreement supplement, rather than supplant, these Standard Terms & Conditions of Sale.
15. Each person who executes a Credit Application or places an order for goods warrants that he or she is authorized and empowered to bind the Customer to the terms and conditions of these Standard Terms & Conditions of Sale. He or she gives permission to Supplier and its agents to verify all information supplied in it and to verify credit history for purposes of establishing credit limits and collections. He or she who signs a Personal Guarantee understands that Supplier extends credit to Customer in reliance on his or her own, personal commitment to make good on any unpaid amounts, and therefore further agrees that in the event of a default in any payment, and if this account is placed in the hands of an agency or attorney for collection or legal action, to pay the cost of collection, including collection agency and attorney fees and court costs.
16. Customer shall provide proper certification to support any claim of tax exempt status. Customer is responsible to pay Supplier for all sales and use taxes paid by Supplier on transactions with Customer.
17. Customers with credit accounts shall notify Supplier within 15 days of any change in ownership of the Customer or of any adverse changes in the Customer's financial condition. No change in ownership shall alter or reduce the liability of any personal guaranty.
18. All transactions are FOB Supplier's yard unless expressly stated otherwise in a written order signed by an authorized manager of Supplier.
19. Customer is responsible for compliance with highway load limit laws and releases Supplier from all liabilities related to vehicle weight, regardless of Supplier's participation in the loading of its vehicles.
20. Prices in quotations expire after 30 days. However, Customer understands Supplier's price and performance depend on production capacity and the good's component parts' market price and availability, among other things. Therefore, Supplier may revoke a quoted price at any time due to changes in production capacity or changes in a component's market price or availability.
21. Supplier may, without penalty, reduce a Customer's order or cancel it entirely if a component part of the goods is not reasonably producible or available.
22. Customer's schedule is not binding on Supplier unless specifically accepted in a writing signed by Supplier's authorized manager. Supplier may deliver or tender goods in installments in its reasonable discretion, based on size of order, production capacity, and material availability.
23. In almost all cases, Supplier specially produces for Customer the goods Customer has ordered. Customer therefore remains responsible for the price of all goods ordered even if Customer does not take delivery of, accept, purchase, or use the entire order. The goods are not returnable.
24. Customer is a knowledgeable buyer that relies on its own expertise for selection of the goods it procures from Supplier. **Supplier disclaims all implied warranties of merchantability and fitness for a particular purpose. There are no warranties that extend beyond Supplier's own written description of the type of goods themselves.** While acceptance of the goods may occur in several ways, at a minimum, placement of the goods in the field at the project site constitutes acceptance. Supplier lacks control over, and information about, the project for which the goods are being provided, and therefore Customer releases Supplier from liquidated,

incidental, and consequential damages. Supplier's liability for damages does not exceed the price of the goods themselves.

25. To the extent allowed by law, Customer shall defend and indemnify Supplier for all claims, costs, and liabilities related to Customer's misuse or misapplication of the goods, including professional and attorney fees. Customer shall pay costs and attorney fees Supplier incurs to enforce this obligation.
26. Courts located in the State of Michigan have personal jurisdiction over the Customer, and Michigan law shall apply to any claim or dispute between Customer and Supplier. The venue for litigation between Supplier and Customer shall be the Circuit Court for the County of Wayne, State of Michigan or the U.S. District Court for the Eastern District of Michigan, unless Supplier in its sole discretion elects to have the claim or dispute resolved in another venue (such as the location of the project) or by arbitration. In the event Supplier elects arbitration, Supplier may join other parties, the arbitration shall be administered by the American Arbitration Association under its construction industry rules, any pending litigation shall be stayed until the arbitration's outcome, and judgment may be entered on the arbitration award by a court with jurisdiction.
27. These Standard Terms & Conditions of Sale constitute the entire, integrated contract between Supplier and Customer and supersede all previous agreements, negotiations, proposals, and representations, whether written or oral.
28. Supplier may elect not to enforce any term in these Standard Terms & Conditions of Sale, but its election to do so is not a waiver of its right to insist on strict enforcement in the future. Rights and remedies granted to Supplier by law or by these Standard Terms & Conditions of Sale may only be relinquished in writing signed by an authorized manager of Supplier.