

## GENERAL TERMS AND CONDITIONS FOR SALE

1. All references in this document to "Seller" shall include Heidelberg Materials US, Inc., and/or its subsidiaries or affiliates (including any division of the foregoing) performing any or all of the scope hereunder, whether or not specifically identified herein. Buyer agrees that the following terms and conditions will apply to all sales of goods or services ("Sales") by Seller to Buyer and any of its subsidiaries or affiliates. By ordering or accepting the goods described herein, Buyer is accepting and agreeing to these terms and conditions.
2. All matters between Seller and Buyer, including venue, will be governed by the laws of the state in which the delivery of goods or services is to occur. All indebtedness due is payable at Seller's office identified in the invoice or billing, unless and until Seller designates a different place of payment. Invoices shall be deemed correct unless contested in writing within seven (7) business days of receipt.
3. Buyer agrees that any terms and conditions appearing on any document submitted by Buyer which are in conflict with (a) the terms and conditions contained herein or (b) any credit application, invoice, or bill of lading submitted by Seller shall be expressly rejected and shall not constitute terms of any Sales. The terms and conditions of any written agreement signed by Seller and Buyer shall prevail to the extent of any inconsistency with these terms and conditions. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend this document.
4. Prices in Seller's quotations are subject to change without notice, and all quotations expire and become invalid if not accepted within 30 days from the date of issue, unless otherwise noted by Seller in writing. Price extensions when made are for Buyer's convenience only, and they, as well as any mathematical or clerical errors, are not binding on Seller. Unless expressly written otherwise, prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to Federal, State or local authority. Buyer agrees to reimburse Seller for any such tax or to provide Seller with an acceptable and authorized tax exemption certificate. Title and risk of loss to goods shall transfer to Buyer upon Seller's delivery (whether F.O.B. Seller's plant or delivery by Seller at location designated by Buyer). Unless otherwise specified herein, all deliveries of goods shall be made FOB Buyer's trucks/rail cars at Seller's plant.
5. Any order for goods or services by Buyer shall constitute a representation Buyer is solvent. In addition to Seller's right under the Uniform Commercial Code, if, in the judgment of Seller, Buyer's financial condition at the time of shipment does not justify the terms of payment specified, Seller reserves the right to require from Buyer full or partial cash payment or other adequate assurance of performance before shipment. Seller reserves the right to suspend its performance until such payment or adequate assurance of performance has been received. Seller maintains the right to periodically review and adapt payment terms as necessary and to curtail, modify or eliminate any credit availability or credit limit within its sole discretion. Buyer shall provide Seller all information requested by Seller to prepare and effect any notices required to perfect lien rights under applicable law. Upon request, Buyer shall provide Seller copies of any payment bonds.
6. To secure payment for all purchases from Seller, now and in the future, Buyer hereby grants Seller a continuing security interest in all of Buyer's presently owned or hereafter acquired (a) goods and tangible personal property, (b) rights to payment of cash money, accounts, deposits, and refunds, (c) instruments, (d) promissory notes, (e) Chattel paper (electronic and tangible), (f) documents, (g) books and records, (h) accounts, (i) accounts receivables, (j) equipment, (k) inventory, (l) commercial tort claims, (m) general intangibles, (n) payment intangibles, and (o) software, whether now existing or later acquired, together with all proceeds, substitutions, and all support obligations thereof. Seller's security interest is explicitly limited to outstanding obligations between Buyer and Seller.
7. Buyer agrees to pay Seller all costs and expenses of collection, suit, or other legal action, including all actual attorneys' and paralegal fees, incurred through trial, on appeal, or in any administrative or bankruptcy proceedings brought as a result of the commercial relationship between them. Any cause of action which Seller may have against Buyer may be assigned by Seller. If Buyer's credit application is approved by Seller, then payment terms are Net-30 days, unless otherwise stated on the invoice or other writing from Seller. Payment is due in the form of cash, cash equivalent, check, or money order. Seller may apply Buyer's payment against any open charges within Seller's sole discretion. On past due accounts Seller may impose a monthly finance charge of the higher of one and one-half percent per month or the maximum interest charge permitted by the law governing the account between Buyer and Seller. The finance charge shall continue to accrue after Seller obtains a judgment against Buyer. Seller has the right to exercise setoff or recoupment when needed to satisfy an outstanding debt. All agreements between Seller and Buyer (and any affiliate or subsidiary of Buyer) shall be considered as one single integrated agreement between Seller and Buyer. Buyer agrees to pay reasonable storage fees if materials are stored on Seller's yard more than sixty (60) days after Seller is ready for delivery.
8. Seller will not be responsible for delays in production or delivery for any reason resulting from acts of God, earthquakes, sabotage, fire, flood, strikes, lockouts, other labor issues of any kind, priorities, allocations, limitations or other restraints which affect manufacture or delivery, accidents, war, insurrection, delays in transportation, equipment failure, damage to equipment or facilities, shortage or delays of transportation, fuel, or materials, present or future laws and governmental interference or regulation, or for any other reason beyond Seller's reasonable control. Seller reserves the right to adjust prices due to delays, shortage, or increased costs of materials or transportation.
9. **THE FOLLOWING IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER OBLIGATION ON THE PART OF THE SELLER.** Seller warrants that at the time of delivery, the quality of materials and workmanship of Seller's goods or services will conform to the requirements of the specifications set forth in the applicable sales contract(s), quotation, or to Seller's standard manufacturing practice. Seller takes no responsibility for degradation or segregation after delivery due to equipment or excess handling at the project site. Seller only warrants the physical properties of the goods (gradation, sand equivalent, or cleanliness value) at the point of delivery to Buyer. If Seller's goods or services fail to conform, at time of delivery, to Seller's warranty, Seller's sole and exclusive liability will be, at Seller's sole discretion: (a) to repair or replace the non-conforming goods or services at a reasonable time, F.O.B. Seller's plant, or (b) to refund the purchase price for such non-conforming goods or services. Notice of defective goods or services must be given to Seller immediately upon discovery of the defect, provided, however, that notice of any defect must be given within thirty (30) days from the date of delivery. All scheduled dates are estimated, and in no event shall Seller be liable for any damages resulting from delays in providing goods or services.
10. **SELLER'S LIABILITY ARISING OUT OF OR RELATED TO THE SALES, WHETHER IN CONTRACT, TORT, INDEMNITY, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, SHALL IN NO EVENT EXCEED THE PRICE OF THE SALES OR PORTION OF SUCH SALES ON WHICH SUCH LIABILITY IS BASED, AND BUYER WAIVES ANY CLAIM IN EXCESS OF THAT AMOUNT. IN NO EVENT SHALL SELLER BE LIABLE FOR LOST PROFITS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES, DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE GOODS OR SERVICES OR FROM ANY OTHER CAUSE OR BREACH INCLUDING, BUT NOT LIMITED TO BREACH OF WARRANTY OR NEGLIGENCE.**
11. No legal action shall be brought by Buyer against Seller for any claim with respect to any Sales more than one (1) year after delivery of goods or services. It is agreed that any cause of action with respect to such Sales will accrue on the date of delivery. If any provision hereof is held by a court of competent jurisdiction to be illegal, void, or unenforceable, such provision will be of no force and effect, but the legality or unenforceability will have no effect upon and will not impair the enforceability of any other provision.

12. A counterpart of this document delivered by facsimile or electronic transmission shall be deemed an original document and be valid for all purposes. If Seller electronically stores this document, a reproduction from the scanned document shall be considered to be an original counterpart and shall be enforceable. The Electronic Signatures in Global and National Commerce Act (P.L. No. 106-229) or the Uniform Electronic Transactions Act (or its applicable state law equivalent) apply to this document and to all Sales. Electronic and digital signatures may be used by either party. As a standard practice, Seller offers electronic invoicing to customers. Buyer must contact Seller if Buyer does not wish to receive electronic invoicing. When applicable, the terms of Executive Order 11246 and 41 C.F.R. Part 60-1 shall apply to this document and to all Sales. Buyer and Seller represent and agree that there are no third party beneficiaries to this document and that Buyer and Seller are the sole intended beneficiaries of this document and all Sales.

13. Quantity Buyer acknowledges that the amount of goods ordered by it has been determined by Buyer and not by Seller. Conversion of goods from yards to tons to yards is the responsibility of Buyer. Buyer assumes full responsibility and shall hold Seller harmless regarding the adequacy of the amount of goods ordered. Buyer shall not be entitled to receive credit for returned goods. In Seller's sole discretion, Seller may accept returned goods but such return shall be subject to a restocking fee.

14. Inspection Any inspection test or analysis required by Buyer must be specified in writing promptly after Buyer orders the goods and prior to shipment from Seller's plant. If not so made, Buyer waives any claim of failure of the goods to meet such inspection, test or analysis. Any expense of such inspection, test or analysis shall be paid by the Buyer. Seller reserves the right to test all in-place goods for conformance. Buyer shall notify Seller of intent to enter into any agreement with any agency to pave over Seller's base material prior to obtaining passing or failing certification. Upon paving over Seller's base material without obtaining passing or failing results, Buyer assumes any and all financial responsibility for repair and/or replacement of all materials. All claims regarding delivery, billing, or product quality must be submitted to Seller in writing within 30 days from the date the goods are received at Seller's plant, or such claims shall be deemed waived.

15. Buyer Responsibility Buyer shall provide an authorized person to sign the Delivery Ticket. A signature on one Delivery Ticket shall be deemed a signature on all Delivery Tickets for all goods received that day.

16. Delivery Site. "If goods are delivered by Seller, Seller shall not be responsible for damage to tools, vehicles, or equipment at the delivery site, except to the extent: (1) of Seller's gross negligence or willful misconduct, or (2) limited by applicable law."