

CONCRETE PUMP PARTNERS LLC – TERMS & CONDITIONS

1. **PAYMENT:** All sums payable to CONCRETE PUMP PARTNERS shall be due based on the terms listed on the customer's invoice and if not paid by said date shall bear interest thereafter at 1.5% 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 arbitrability, 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 fastest 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 and labor will be made two (2) hours prior to scheduled start-time or the following labor charges will apply: **LABOR:** two (2) hour minimum at the regular hourly rate. **EQUIPMENT:** four(4) hour minimum at one-half the hourly rate.

10. **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 AGGREGATE OR INCORRECT BATCHING OF CONCRETE. EXCEPTIONS AND CLAIMS SHALL BE DEEMED WAIVED UNLESS MADE TO US IN

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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.