

STANDARD TERMS AND CONDITIONS OF SALE

- 1 All sales or rentals are expressly conditional to Buyer's agreement to the standard terms and conditions on the front and back of this form. Any order of statement of intent to purchase any merchandise and/or services from Tejas Materials, Inc. herein separately and collectively referred to as "Seller"; or any direction to proceed with engineering, procurement, manufacture or shipment of any such merchandise and/or services; or acceptance of all or part of such merchandise and/or services; or payment of all or part of such merchandise and/or services; shall constitute assent to said terms and conditions. Any different or additional terms and conditions proposed by buyer in a purchase order or otherwise, are objected to by Seller and will not be binding upon Seller unless specifically assented to in writing by an authorized representative of Seller's management. These terms and conditions of sale represent the entire sales agreement of the parties as to purchases made by Buyer from Seller, except in situations where seller has agreed to other or additional terms and conditions in writing by an authorized agent.
2 Each shipment or delivery shall be deemed to have been sold under a separate and independent contract. Any order for merchandise, rentals, and/or services by Buyer shall constitute a representation that Buyer is solvent. If, in the judgment of Seller, the financial condition of the Buyer at the time of manufacture or 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 manufacture or shipment. Buyer grants Seller a security interest in all merchandise and/or services. Buyer agrees to execute any documents or furnish information necessary to perfect this security interest.
3 Seller assumes no responsibility for merchandise and/or services meeting any job specifications or requirements unless specifically so stated in its written quotation.
4 As to merchandise delivered by Seller's truck, title passes upon delivery at the place Buyer receives possession; and, thereafter, all manufacturers, title passes to Buyer at point and time of delivery to carrier; and thereafter, all risk of loss or damage shall be on Buyer. Deliveries by common carrier are F.O.B. shipping point. On direct shipments from manufacturers, title passes to Buyer at point and time of delivery to carrier; and, thereafter, all risk of loss or damage shall be on Buyer. Damage or shortage claims arising from direct shipments are to be made by Buyer against carrier. Seller assumes no responsibility beyond delivery to carrier in good order and is not responsible for loss, damage, or delay occurring thereafter. All items shown as freight allowed pertain to particular items and quantities. Any deviation after placement or order, such as changes in quantity or partial release, will be subject to the manufacturer's terms and conditions where applicable. Extra labor or mechanical facilities required to unload shall be provided by Buyer without cost to Seller.
5 Shipping or performance dates are not guaranteed, but if stated, are based upon best information then available and unless otherwise specifically stated in writing are subject to change without notice. Seller shall not be liable for failure to deliver or for delay in delivery or performance due to (i) a cause beyond its reasonable control, or (ii) an act of God, act or omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation, or (iii) any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.
6 Seller shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of merchandise and/or services that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the Buyer and the sole obligation of Seller. Except as to the title THERE ARE NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY, relating to the described merchandise which extend beyond that described in this paragraph. NO IMPLIED STATUTORY WARRANTY OF MERCHANT ABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.
7 Seller's liability on any claim or damage arising out of the supplying of any merchandise, rental of equipment, and/or services to the Buyer, of their sale, resale, operation of use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such merchandise and/or services or part of thereof involved in the claim. Seller shall not, under any circumstances, be liable for any labor charges without the prior written consent of Seller. Seller shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Buyer for such damages. If seller furnishes Buyer with advise or other assistance which concerns any merchandise, rental equipment, and/or services supplied hereunder, or any system or equipment in which any such merchandise and/or services may be installed, and which is not required pursuant to this contract, the furnishings of such advise or assistance will be subject to Seller to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.
8 No merchandise and/or services will be accepted for return without the written permission of the Seller. Normally stocked items returned in resalable condition will be accepted for credit subject to a minimum 20% restocking charge and other applicable charges. Merchandise and/or services will not be accepted for return after 30 days from the date of delivery. Special ordered items or abnormal quantities of stock items will not be accepted for return until Seller has secured permission and terms of return from Seller's resources of supply and such terms have been accepted by Buyer. All merchandise and/or services claimed to be defective shall be held subject to inspection by Seller and/or the manufacturer.
9 Should shipments be held or stored beyond delivery date for convenience to Buyer, Seller may, at its option, assess reasonable charges for any expense incident to such delay.
10 No waiver, alteration or modification of any of the provisions hereof shall be binding upon Seller unless specifically assented to in writing by an authorized representative of Seller's management.
11 Payment of merchandise and/or services purchased or rented from Seller by Buyer shall be made at Houston, Harris County, Texas. In the event Buyer does not pay when due, Buyer agrees to pay interest on past due amounts at the rate of 1-1/2% per month (18% per annum) or the maximum interest rate permitted by law, whichever is less.
12 Orders placed by Buyer may be cancelled by the Buyer only if agreed to by Seller and upon payment of reasonable charges based upon expenses already incurred and commitments made by Seller.
13 If it is necessary for Seller to institute legal proceedings against Buyer to collect any indebtedness due to or enforce any of the Terms and Conditions of Sale, Seller shall be entitled to recover from Buyer its reasonable attorney's fees and cost.
14 Seller reserves the right to recover associated with collection (intents and or liens; i.e.)

The undersigned hereby consent(s) to Tejas Materials, Inc. use of non-business consumer credit report on the undersigned as principal(s), proprietor(s) and or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) Tejas Materials, Inc. to utilize a consumer report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned an (an) individual(s) here knowing consent(s) to the use of such credit report with the Federal Fair Credit Reporting Act as contained in 15 U.S.C @ Et sq.

Date _____

Signature: _____

Date _____

Signature: _____

Approximate Monthly Credit Requirements \$ _____