

2010 Kenwood Avenue P.O. Box 430 New Hampton, IA 50659

New Hampton, IA 50659 Phone: 641-394-6789 Toll-Free: 1-800-765-1490

Fax: 641-394-3735

INJURY WARNING:

INJURIOUS TO EYES, CAUSES SKIN IRRITATION, and CONTAINS PORTLAND CEMENT: Contact with wet (unhardened) concrete, mortar, cement, or cement mixtures can cause skin irritation, severe chemical burns, or serious eye damage. Avoid contact with eyes and skin. Wear waterproof gloves, a fully buttoned long-sleeved shirt, full-length trousers, and light fitting eye protection when working with these materials. If you must stand in wet concrete, use waterproof boots that at the top are high enough to keep concrete from flowing into them. If you are finishing concrete, wear knee pads to protect knees. Wash wet concrete, mortar, cement, or cement mixtures from your skin with fresh clean water immediately after contact. Indirect contact through clothing can be as serious as direct contact, so promptly rinse out wet concrete, mortar, cement, or cement mixtures from clothing. Seek immediate medical attention if you have persistent or severe discomfort. In case of eye contact, flush with plenty of water for at least 15 minutes. Consult a physician immediately. **KEEP OUT OF REACH OF CHILDREN**.

PURCHASER AGREES TO CONVEY THIS WARNING TO ALL PERSONS WHO MAY USE OR COME INTO CONTACT WITH WET (UNHARDENED) CONCRETE, MORTAR, CEMENT, OR CEMENT MIXTURES.

AGREEMENT

- If any materials fail to conform to the description on the face of the ticket, Seller may at its option replace materials or refund purchase price therefor or issue credit therefor, but shall have no further liability.
- When concrete is required to meet a specific comprehensive strength or when quality or character of the material is to be determined, the concrete shall be tested only from samples taken at seller's plant or from truck at time of delivery and subject to current ASTM tests and ACI requirements (ASTM C31, C39, ACI 318) in the presence of a representative of Croell. Concrete sold on the strength basis shall be based on standard specification for ready mix concrete (ASTM C94).
- Seller shall not be responsible for the effect on the concrete of any admixture requested by the purchaser before or after delivery. Seller, having no control over the finishing of the delivered concrete product, is not responsible for damage to any concrete structure or slab resulting from a deterioration in the finished product. Deterioration includes scaling, cracking, popping or crumbling of the finished concrete product. Finishing of the concrete product includes, but is not limited to, poor subgrade conditions, improper curing methods, excess water added on the job (at the instructions of the Purchaser), and excessive troweling applied by the Purchaser or his agents. Seller is not responsible for damage to concrete caused by deposits of de-icing agents, such as salt, upon the surface of the concrete.
- The size and weight of the delivery truck may possibly cause damage to the premises and/or adjacent property by placement of the material in the load where Purchaser desires it. Purchaser RELEASES the driver of the delivery truck and his supplier, relieving them from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc.., by the delivery of this material and that Purchaser agrees to help him/her remove mud from the wheels of his/hers vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of the truck and supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.
- 1½ % per month (18% per annum) late payment charge will be added to accounts 30 days past due.

Returned checks will incur a \$30 service charge and Purchaser will be required to make payment in full by certified check.