

Graestone Ready-Mix Inc.

TERMS OF ACCOUNT AND SALES

1. The Customer and the Indemnitor agree jointly and severally to pay Graestone Ready Mix Inc. (Graestone”) for all purchases on the Customer’s Account (“Account”) plus any interest on the previous unpaid balance as shown on the Monthly Statement of Account, by the end of the month following the date of the Monthly Statement of Account. Interest on overdue amounts will be payable at the rate of 24% per year before and after judgment.
2. The Customer and the Indemnitor agree jointly and severally to indemnify and pay Graestone for all losses, costs expenses and fees, including actual legal fees (on a solicitor client full indemnity basis) and costs arising from, or related to, purchases made on the Account and efforts to collect payment for those purchases. Graestone may charge to the credit card on file any amount overdue or the amount of any dishonoured cheque presented in payment, and any resulting service charges.
3. Graestone has no obligation to grant or maintain any credit facility for the Customer but if Graestone does so, it may cancel or suspend any such credit facility at any time and refuse any purchase you seek on the credit facility, without notice to you. The Customer is advised to always obtain Graestone’s preapproval to any large sales.
4. The Customer authorizes delivery of materials ordered by the Customer to sites that may be unattended by Customer representatives or anyone at all. The Customer acknowledges that the Customer is responsible for any materials after they are delivered. If the Customer seeks delivery outside Graestone’s normal business hours the Customer must request that in writing and Graestone will consider such request, with the terms and price to be negotiated.
5. Graestone’s standard prices and delivery fees at the time of the purchase will be charged unless other prices are agreed to by Graestone in writing. Graestone may increase any prices on any price lists or quotations given by Graestone to the Customer to incorporate any subsequent price increases from Graestone’s suppliers, utilities and transportation providers. Graestone will give 30 days’ notice of any such price increase. Purchases on the Account during the 30 notice period will be at the prices in effect immediately prior to the delivery of the notice of price increase.
6. Graestone is not liable or responsible for delay or failure to perform any of Graestone’s obligations occasioned by (i) any cause beyond its reasonable control, including, but not limited to, a labour dispute, industry disturbance, fires, unusually severe weather conditions, earthquakes, floods, declared or undeclared war, epidemics, computer malfunctions, civil unrest, riots, lack of supplies, delay in transportation, governmental, regulatory or legal action, act of God, or (i) by acts or omissions of the Customer, including, but not limited to, Customer’s failure to

promptly comply with these Terms of Account and Sales ("Excusable Delays"). The date of delivery shall be extended for a period equal to the time lost by reason of any Excusable Delays.

7. Any invoice or statement not disputed in writing within 25 days after the date of the invoice or statement will be deemed to be correct in all respects, including the indicated prices, and shall constitute proof of delivery of the amounts of the specified products without deficiencies.
8. The terms of the Credit and Indemnity Agreement between the Customer and Graestone ("Credit and Indemnity Agreement") and these Terms of Account and Sales (together the "Credit Documents") are the entire agreement between the Customer and Graestone. There are no representations, warranties, guarantees, promises or agreements other than those set out in the Credit Documents. The Credit Documents shall not merge with the terms and conditions contained in any other agreement entered into between the Customer and Graestone, either alone or with others, whether before or after the date of the Credit Documents. The terms of any other documents delivered by the Customer, whether before or after the Credit Documents, are null and void and of no effect unless approved in writing by a credit manager of Graestone. The terms and conditions contained in the Credit Documents may only be waived or modified in writing by Graestone and when such writing refers specifically to the Credit Documents and is approved in writing by a credit manager of Graestone.
9. Graestone makes no representations, warranties or conditions to the Customer, expressed or implied, now or in the future, with respect to any products sold from time to time by Graestone to the Customer, including, but not limited to, any implied warranty or condition of merchantability or fitness for a particular purpose of any products. Graestone shall not be liable for any such representations, warranties or conditions. Graestone has no responsibility or liability for, in contract, tort, negligence, strict liability or otherwise, and the Customer is solely responsible for, determining whether any and all products sold by Graestone to the Customer are fit for a particular purpose and suitable for the Customer's purpose and method of application or installation. A manufacturer's warranty may be available.
10. Liability Limitation. IN NO EVENT IS GRAESTONE RESPONSIBLE TO THE CUSTOMER FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES. INCLUDING, BUT NOT LIMITED TO, ANY DIRECT OR INDIRECT LOST PROFITS, REGARDLESS OF WHETHER THOSE DAMAGES WERE FORESEEABLE. Except as expressly set forth herein, nothing herein or in any quotation shall (i) create any right, cause of act on or claim of, for or on behalf of the Customer or the Indemnitor, their heirs, successors or assigns or any third party under any theory, whether in contract, tort, negligence, strict liability or otherwise, other than the rights expressly set forth and created herein: (ii) create, modify or extend any express or implied warranties, or any limitations of those warranties; or (iii) give the Customer and Indemnitor any rights to claim any direct or

indirect damages of any nature, including, but not limited to, any incidental or consequential damages that may arise out of the use of any of service, product or material supplied by Graestone

11. Delivery Terms:

- a) Concrete mix designs provided by Graestone are in accordance with CAN/CSA A23.1-19 Alternate 1 unless otherwise noted. If the Customer specifies their own mix design under CAN/CSA A23.1-19 – Alternate 2 Graestone has no liability to the Customer, in contract, tort, negligence, strict liability or otherwise, and Graestone makes no representations as to the mix, including but not restricted to, strength, durability and suitability of the concrete.
- b) If any water or additives are added at the jobsite on instruction of the Customer or by an agent of the Customer, the Customer does so at their own risk. Graestone has no liability to the Customer, in contract or tort or otherwise, and Graestone makes no representations as to the mix, including but not restricted to, strength, durability and suitability of the concrete.
- c) Any claim that Graestone delivered less concrete than specified on the subject delivery ticket must be made within two business days of the delivery otherwise the delivery ticket is deemed to be accurate for all purposes and no such claim can be made by the Customer.
- d) Delivery to the jobsite is limited to our truck being on the nearest public travelled roadway. Deliveries beyond the nearest travelled highway are the sole responsibility of the Customer. Graestone is in **NO WAY LIABLE**, in contract or tort or otherwise, for damage of sidewalks, driveways or other property and the Customer holds Graestone and Graestone's driver delivering the concrete, harmless against any liability, loss or expense incurred as a result of such damage. Should the Customer request delivery beyond this point, suitable and safe approaches are to be provided. Graestone drivers are under order **NOT** to attempt any unsafe, or, in their opinion, potentially unsafe approach to the job site. Please respect their recommendations.
- e) Customer and all agents of the Customer must follow CAN/CSA A23.1-19 placing, finishing, handling and curing methods for all weather types including but not limited to freezing weather. If these standards are not adhered to, Graestone has no liability in contract, tort, negligence, strict liability or otherwise,.
- f) After 8 minutes per cubic meter of unloading time, the Customer will pay an unloading surcharge at the rate of \$180 per hour.