



ORDERING INSTRUCTIONS

Please refer to the quotation number and date on all orders. Indicate desired delivery dates, quantities and item priority if applicable. Please contact our office for delivery schedules. Delivery lead-time will be estimated upon receipt of order, and is based on actual demand at that time. Any dates discussed prior to order are non-binding estimates. Orders for non-standard products should be accompanied by specifications, and blue prints or scale drawings. Notify us as soon as possible to insure prompt delivery.

SHIPPING POLICY

1. Idaho Precast does not accept responsibility for handling, moving, offloading, installation, and assembly of its products.
2. The customer will be prepared to receive products at the specified delivery window. Excessive unloading or stand-by time, resetting or re-delivery not caused by Idaho Precast will be charged at the hourly rate for the equipment involved.
3. The customer will be solely responsible for the following:
 - a. Excavation, bedding, shoring, backfilling, compacting and grading.
 - b. Finish grade, leveling, and position of product.
 - c. Setting and adjusting ladders, racking, grates or other hardware.
 - d. Grouting, and/or sealing of vault sections, grade rings, risers, frames and covers, pipes, etc.
 - e. Water and/or flotation control.
 - f. All other site work not specifically referred to.
 - g. Providing and/or scheduling all necessary equipment to unload and set product(s).
4. Damages or shortages should be indicated on the carrier's delivery receipt and immediately notify Idaho Precast.
5. All products are to be delivered in the number of trips specified. Charges will be added for additional trips

IDAHO PRECAST POLICIES TERMS AND CONDITIONS

THE POLICY TERMS AND CONDITIONS, DEFINED HEREIN SHALL APPLY TO ALL QUOTATIONS, OR OFFERS TO SELL

1. Goods to Be Provided: Idaho Precast, Inc. ("Idaho Precast") agrees to sell to Customer, on the terms and conditions stated herein, the materials and related items (the "goods") identified in Idaho Precast's quotation to Customer. Idaho Precast's offer to sell is based on customer approval of Idaho Precast standard product drawings or submittals,
2. No Additional Terms of Sale: Customer's acceptance of Idaho Precast's quotation is limited to these Terms and Conditions and agreed documents provided by CM Construction. Documents will be approved in writing and exchanged via email.
3. Payment Terms: Idaho Precast may require payment in full prior to manufacture or shipment of any goods. Credit sales will be made only after receipt of a signed Idaho Precast credit application and written credit approval by Idaho Precast's accounting department. On all credit sales, payment is due within 30 days, unless otherwise agreed upon, after Customer's receipt of materials or services. Customer agrees to pay a service charge of 1.5% per month on all invoices not paid when due. At its option, Idaho Precast may decline to make delivery or shipment to Customer if any invoice remains past due. Customer waives and releases any claim against Idaho Precast for loss or damage allegedly sustained by Customer as a result of Idaho Precast's refusal to make delivery or shipment under such circumstances. All payments shall be made in U.S. dollars and, unless otherwise designated by Idaho Precast in writing, shall be sent to Idaho Precast at 1389 Madison Avenue, Nampa, ID 83687.
4. Price: The price(s) stated in Idaho Precast's quotation to Customer are firm for 30 days. The prices stated in Idaho Precast's quotation are subject to sales and use tax in accordance with Section 63-3619, Title 63, Chapter 36 of the Idaho Administrative Code Customer shall reimburse Idaho Precast for all sales and use taxes imposed upon: (a) the sale of the goods; and/or, (b) the use of any materials consumed by Idaho Precast; and/or, (c) the sale of any fixtures or equipment incident to this contract. Prices are subject to delivery charges unless quoted as delivered (see shipping code definitions on quotation). Idaho Precast reserves the right to increase the cost of delivery or shipment if Customer increases mileage or number of trucks specified in the original quotation. Prices quoted are based on quantities indicated, and on customer acceptance of the entire quote. Idaho Precast reserves the right to accept or reject partial orders.
5. Time for Performance: Idaho Precast will endeavor to meet any reasonable shipping date(s) requested by Customer. All shipping dates stated or indicated are estimates only and are based upon conditions known at the time the dates were stated or indicated. Idaho Precast shall not in any event be liable for any loss or damage sustained by Customer on account of failure to meet any delivery or shipping date out of Idaho Precast's control.
6. Delivery: Customer or its designated representative shall be prepared to unload, receive, and accept the goods at the time specified on the order. Customer shall provide assistance in delivering the goods, including but not limited to assisting in backing and directing Idaho Precast's truck at the delivery site, providing access to the delivery site that is acceptable to Idaho Precast. Idaho Precast shall not be liable for any property damage arising from or related to delivery of the goods, including without limitation damage to sidewalks, curbs, fences, valves, conduit, pipes, concrete, asphalt, lawns, trees, or landscaping .All excessive unloading or stand-by time, resetting or re-delivery will be charged for at the current hourly or mileage rates of the equipment involved. Customer shall be responsible for unloading and setting the goods, at no cost to Idaho Precast.
7. Customer Responsibilities: The Customer or its designated representative shall be solely responsible for accomplishing the following:
 - a. Excavation, bedding, shoring, backfilling, compacting and grading.
 - b. Finish grade, leveling, and position of product.
 - c. Setting and adjusting ladders, racking, grates or other hardware.
 - d. Grouting, and/or sealing of vault sections, grade rings, risers, frames and covers, pipes, etc.
 - e. Water and/or flotation control.

- f. Providing and/or scheduling all necessary equipment to unload and set product(s).
 - g. All other site work not specifically referred to.
8. **Returns.** The goods shall not be returned for credit without prior written authorization and approval by a duly authorized representative of Idaho Precast. A minimum handling charge plus actual shipping or delivery costs shall be made on all goods returned to compensate for costs of accounting, reconditioning, restocking and delivery, except when due to fault or error of Idaho Precast. No credits shall be allowed on used, damaged, custom, specially ordered or specially manufactured goods. Customer shall bear the cost of any labor, damage or transportation associated with return of the goods.
 9. **Project Information:** Customer agrees to furnish to Idaho Precast promptly upon request all project information necessary for Idaho Precast to perfect or provide notice of its mechanic's lien, stop notice, and/or payment bond rights,
 10. **Force Majeure.** Idaho Precast will not be liable for any delay or for failure to perform its obligations hereunder resulting from any cause beyond Idaho Precast's reasonable control including, but not limited to: Customer's failure to timely supply Idaho Precast with necessary data or specifications; any changes in such data or specifications at Customer's request; fires; explosions; floods; acts of God; epidemics; quarantine; embargoes; strikes; work stoppages or slowdowns or other industrial disputes; accidents; riots or civil disturbances; acts of civil or military authorities; inability to obtain any license or consent necessary in respect of any the goods; inability to obtain equipment, materials, labor, fuel or supplies; and delay by suppliers or material shortages.
 11. **Limited Warranty:** For a period of twelve (12) months from the date of shipment or delivery to Customer, Idaho Precast warrants all of the goods which it has manufactured to be free of material defects. If any such goods are found to be materially defective during the warranty period, Idaho Precast agrees to, in its sole discretion, repair or replace the defective goods without charge to Customer. Customer's remedy with respect to such goods is limited to repair or replacement. For goods not manufactured by Idaho Precast, Customer agrees to accept as its sole remedy the warranty, if any, offered by the manufacturer or manufacturers of such goods.

AS TO ALL GOODS SOLD BY IDAHO PRECAST TO CUSTOMER, THE WARRANTY DESCRIBED IN THIS PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IDAHO PRECAST SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR LIQUIDATED DAMAGES OF ANY KIND, WHETHER THE CUSTOMER'S CLAIM IS BASED UPON CONTRACT, TORT OR ANY OTHER LEGAL THEORY.

12. **Indemnity.** Customer is solely responsible for the approval of product, installation, and use of the goods. Therefore, to the fullest extent permitted by law, Customer agrees to defend and indemnify Idaho Precast from and against any claim for loss or damage, including attorneys' fees and experts' or consultants' fees, arising from or relating to approval of product, installation, and use. This indemnity applies regardless of any active and/or passive negligent act or omission on the part of Idaho Precast or its employees; provided, however, Customer shall not be obligated to indemnify Idaho Precast for the sole negligence or willful misconduct of Idaho Precast or its employees.
13. **Risk of Loss.** The risk of loss shall pass to Customer based on the applicable shipping code:
 - a. "Delivered - F.O.B. Truck": Risk of loss shall pass to Customer when Idaho Precast's delivery truck arrives at Customer's jobsite.
 - b. "F.O.B. Idaho Precast Yard": Risk of loss shall pass upon tender of delivery of the goods to a common carrier or Customer's truck. Buyer shall procure and maintain insurance on the goods sufficient to protect its interests.
14. **Dispute Resolution:** All disputes arising from or relating to these Terms and Conditions of Sale and/or the furnishing of any goods by Idaho Precast to Customer shall be heard and decided exclusively in a County, State or Federal Court located in the Canyon County, in the state of Idaho. These Terms and Conditions of Sale shall be construed and enforced in accordance with the laws of the State of Idaho. In any legal proceedings, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.
15. **Submittals and Tests:** Idaho Precast reserves the right to charge customers for the cost of submittals, engineering or tests that are in addition to those customarily provided.
16. **Custom Products:** Idaho Precast will charge customer for any work completed at the time of cancellation of a custom or special order. All custom orders will be invoiced to customer if not released for delivery within 30 days past estimated date of delivery.
17. **Storage Fees:** For every month beyond the requested manufacture date that the product remains in Idaho Precast's possession, a fee of 1% per month of total sale price of product will be added to the invoice total due upon final delivery/pick up.
18. **Invoice Date:** Customer will be invoiced for product at either, date of delivery or 60 days past date of originally requested delivery/pick up date.

DELIVERED - F.O.B. TRUCK:

Quoted prices include product delivery to the job site only; "Free Onboard" the truck, unless otherwise noted. Generally, this would be a flatbed truck without a crane or other unloading equipment subject to the following provisions:

1. The company will provide driver services only and the customer will supply means of unloading and setting products.

F.O.B. -IDAHO PRECAST YARD

Quoted prices include product loading on customer or common carrier trucks in the yard subject to the following provisions:

1. Customer will be responsible for any additional charges, including charges for freight, shipping, delivery and setting.
2. Customer or common carrier will be responsible for tie down, dunnage, pallets, etc., unless specifically referred to.
3. Yard location will be addressed in section one of the quotation.

OTHER AS SPECIFIED

If not specified in section one of this quotation, please consult our office for more specific information or written clarification.

DELIVERED IN FULL TRUCK QUANTITIES OR A COMBINED SHIPMENT:

Quoted prices include delivery and/or setting as delineated above:

1. Delivered in combination with other products in the quotation.
2. Delivered when Idaho Precast is otherwise on the jobsite.
3. Delivered in full truckload quantities.

Delivery Pre-Attached

Quoted prices include item pre-attached or installed on an item that is also being delivered.