

GENERAL TERMS AND CONDITIONS FOR SALE

1. All references in this document to "Seller" shall include Heidelberg Materials US, Inc., and/or its subsidiaries or affiliates (including any division of the foregoing) performing any or all of the scope hereunder, whether or not specifically identified herein. Buyer agrees that the following terms and conditions will apply to all sales of goods or services ("Sales") by Seller to Buyer and any of its subsidiaries or affiliates. By ordering or accepting the goods described herein, Buyer is accepting and agreeing to these terms and conditions.
2. All matters between Seller and Buyer, including venue, will be governed by the laws of the state in which the delivery of goods or services is to occur. All indebtedness due is payable at Seller's office identified in the invoice or billing, unless and until Seller designates a different place of payment. Invoices shall be deemed correct unless contested in writing within seven (7) business days of receipt.
3. Buyer agrees that any terms and conditions appearing on any document submitted by Buyer which are in conflict with (a) the terms and conditions contained herein or (b) any credit application, invoice, or bill of lading submitted by Seller shall be expressly rejected and shall not constitute terms of any Sales. The terms and conditions of any written agreement signed by Seller and Buyer shall prevail to the extent of any inconsistency with these terms and conditions. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend this document.
4. Prices in Seller's quotations are subject to change without notice, and all quotations expire and become invalid if not accepted within 30 days from the date of issue, unless otherwise noted by Seller in writing. Price extensions when made are for Buyer's convenience only, and they, as well as any mathematical or clerical errors, are not binding on Seller. Unless expressly written otherwise, prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to Federal, State or local authority. Buyer agrees to reimburse Seller for any such tax or to provide Seller with an acceptable and authorized tax exemption certificate. Title and risk of loss to goods shall transfer to Buyer upon Seller's delivery (whether F.O.B. Seller's plant or delivery by Seller at location designated by Buyer). Unless otherwise specified herein, all deliveries of goods shall be made FOB Buyer's trucks/rail cars at Seller's plant.
5. Any order for goods or services by Buyer shall constitute a representation that Buyer is solvent. In addition to Seller's right under the Uniform Commercial Code, if, in the judgment of Seller, Buyer's financial condition at the time of 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 shipment. Seller reserves the right to suspend its performance until such payment or adequate assurance of performance has been received. Seller maintains the right to periodically review and adapt payment terms as necessary and to curtail, modify or eliminate any credit availability or credit limit within its sole discretion. Buyer shall provide Seller all information requested by Seller to prepare and effect any notices required to perfect lien rights under applicable law. Upon request, Buyer shall provide Seller copies of any payment bonds.
6. To secure payment for all purchases from Seller, now and in the future, Buyer hereby grants Seller a continuing security interest in all of Buyer's presently owned or hereafter acquired (a) goods and tangible personal property, (b) rights to payment of cash money, accounts, deposits, and refunds, (c) instruments, (d) promissory notes, (e) Chattel paper (electronic and tangible), (f) documents, (g) books and records, (h) accounts, (i) accounts receivables, (j) equipment, (k) inventory, (l) commercial tort claims, (m) general intangibles, (n) payment intangibles, and (o) software, whether now existing or later acquired, together with all proceeds, substitutions, and all support obligations thereof. Seller's security interest is explicitly limited to outstanding obligations between Buyer and Seller.
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12. A counterpart of this document delivered by facsimile or electronic transmission shall be deemed an original document and be valid for all purposes. If Seller electronically stores this document, a reproduction from the scanned document shall be considered to be an original counterpart and shall be enforceable. The Electronic Signatures in Global and National Commerce Act (P.L. No. 106-229) or the Uniform Electronic Transactions Act (or its applicable state law equivalent) apply to this document and to all Sales. Electronic and digital signatures may be used by either party. As a standard practice, Seller offers electronic invoicing to customers. Buyer must contact Seller if Buyer does not wish to receive electronic invoicing. When applicable, the terms of Executive Order 11246 and 41 C.F.R. Part 60-1 shall apply to this document and to all Sales. Buyer and Seller represent and agree that there are no third party beneficiaries to this document and that Buyer and Seller are the sole intended beneficiaries of this document and all Sales.

13. Quantity Buyer acknowledges that the amount of goods ordered by it has been determined by Buyer and not by Seller. Conversion of goods from yards to tons to yards is the responsibility of Buyer. Buyer assumes full responsibility and shall hold Seller harmless regarding the adequacy of the amount of goods ordered. Buyer shall not be entitled to receive credit for returned goods. In Seller's sole discretion, Seller may accept returned goods but such return shall be subject to a restocking fee.

14. Inspection Any inspection test or analysis required by Buyer must be specified in writing promptly after Buyer orders the goods and prior to shipment from Seller's plant. If not so made, Buyer waives any claim of failure of the goods to meet such inspection, test or analysis. Any expense of such inspection, test or analysis shall be paid by the Buyer. Seller reserves the right to test all in-place goods for conformance. Buyer shall notify Seller of intent to enter into any agreement with any agency to pave over Seller's base material prior to obtaining passing or failing certification. Upon paving over Seller's base material without