



Aggregate
MWR - CER AGG
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Quotation

Quote Number Q0000460202	Quoted By KELLY MCCRYSTAL	Quote Date 1/29/2018	Pricing Valid Until 12/31/2018
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Quote open for acceptance until 2/28/2018

Client Company	COD - Chelsea AGG	Project Name	2018 Lyndon Township Gravel-Chelsea
Customer Number	46655	Project Description	
Attention	Cash Sales Chelsea	PO Number	
Phone Number			
Fax Number			
Email Address			
Street Address	822 SCHUSTER AVE	Project Address	2018 Lyndon Twp Chelsea, MI-Michigan 48118
	KALAMAZOO, MI-Michigan 49001		

Product	Material Description	Line Description	Plant	Quantity	UOM	Material Price	Truck Type	UOM	Freight Rate	Net Price + Freight
7374	SG,DENSE GR. 21AA,11/2"-95+CR	MDOT 21AA Natural	CHELSEA SAND & GRAVEL	1	TON	\$22.80				
7310	SG,11/16"	11/16 SMA	CHELSEA SAND & GRAVEL	1	TON	\$22.80				

Additional Comments - Q0000460202

Price is delivered and includes MI Sales Tax.

Delivery Rates based upon the weekly Michigan average diesel fuel pricing from fuelgaugereport.aaa.com of \$4.00/gal. For every \$0.10 that fuel exceeds the \$4.00/gal base price, there would be a 1% surcharge. Please sign and return this quotation as well as the Terms and Conditions of Sale.

***DELIVERIES NOT DUMPED WITHIN 15 MINUTES UPON ARRIVAL ON JOB SITE ARE SUBJECT TO HOURLY WAIT TIME CHARGES

The following inclusions apply to quote:

- ALL PRODUCTS SUBJECT TO AVAILABILITY
- The prices quoted are valid from 1/1/2018 until further notice and subject to escalation as provided for in our Terms and Conditions of Sales.
- This quotation is open for acceptance until 2/28/2018
- This quotation supersedes all previous quotations for the products, delivery points and project detailed above.
- Payment terms will be 30 DAYS NET. The seller reserves the right to apply a 1.5% finance charge per month (annual rate 18%) on unpaid balances outside terms as stated.
- Detailed instructions regarding commencement of supply and rate of delivery of all materials for the duration of the project should be forwarded to this office with your order. This will facilitate availability and continuity at all times.
- Any increase in the price of fuel and/or ingredient materials will result in the quoted prices being adjusted accordingly.
- Contract of sale shall be made when the seller receives a signed copy of this quote.
- Unless stated otherwise, the above prices are quoted on a per net ton (2,000 pounds) basis F.O.B.
- The above pricing is applicable out of the plant(s) denoted. Aggregate Industries reserves the right to change the plant location, if conditions warrant.
- Delivery of material for the project, is contingent on availability of hauling units at the time the order is placed. Quoted delivery rates are based upon prompt unloading at the delivery address. If such unloading is delayed, an additional charge may be levied. Such additional charges shall be itemized as such on the purchaser's invoice.
- Sales tax is not included in the above pricing and is applicable unless exempt by State Law. If the contract is Tax Exempt, the Tax Exempt Certificate must be received prior to commencement of the project. Purchaser shall pay all applicable Federal, State and Local sales, use, excise and other taxes imposed on the sales of materials and on transportation charges with such sale being deemed to have taken place at the point of sale. Notification of tax-exempt status after shipments initiated will require customer to file for tax refund/credit from taxing authority for taxes charge up to the notification date. Credits will not be issued by Aggregate Industries for the taxes billed on the prior invoices.
- If the contract is Tax Exempt, the Tax Exempt Certificate must be received prior to commence of the project. Purchaser shall pay all applicable Federal, State and Local sales, use, excise and other taxes imposed on the sales of materials and on transportation charges with such sale being deemed to have taken place at seller's plant site or the site we have delivered the material to.
- THE CONTACT PERSON IS KELLY MCCRYSTAL AND ANY QUERIES REGARDING THE ABOVE SHOULD BE ADDRESSED TO HIM/HER AT (734) 845-4329 OR kelly.mccrystal@aggregate-us.com.

ACCEPTANCE OF THIS QUOTATION: I certify by my signature that I am an authorized representative of the company named above and that I accept this quotation on behalf of the same company, including the prices, terms and conditions contained herein.

Please return a signed copy of this quotation by mail to the address below or by facsimile before commencement of delivery.

Name (Please Print)

Signature

Date

Standard Terms and Conditions of Sale**1. ACCEPTANCE**

These Standard Terms and Conditions ("Terms") govern all sales of products and materials (the "Products") by Aggregate Industries Management, Inc. ("AI"), Lafarge North America, Inc. ("LNA") or any member, subsidiary or affiliate of AI or LNA ("Seller") to Buyer regardless of whether Buyer purchases the Products through the medium of written purchase orders or electronic orders via EDI (collectively, "Purchase Orders"). Upon receipt by Buyer of an express acceptance by Seller or upon commencement of performance by Seller, these Terms, the Purchase Order, as modified by Seller's acceptance or order acknowledgment, become a binding contract between Buyer and Seller on the terms reflected in those documents (the "Sales Agreement"). Notwithstanding the foregoing, Seller's acceptance of any order is subject to Buyer's assent to these Terms. Buyer's assent to these Terms shall be presumed from Buyer's receipt of Seller's Terms or Buyer's acceptance of all or any part of the Products ordered; no addition or modification of these Terms shall be binding upon Seller unless agreed to by Seller in writing. If a Purchase Order or other correspondence or documentation contains terms or conditions contrary to the terms and conditions contained herein, Seller's acceptance of any order shall not (i) be construed as assent to such contrary or additional terms and conditions or (ii) constitute a waiver by Seller of any of the terms and conditions contained in these Terms. Any additional, inconsistent or different "Conditions of Purchase" or the like of Buyer contained in Buyer's purchase order or other document submitted to Seller at any time, whether before or after the date hereof, are hereby expressly rejected by Seller.

2. Price

The price of the Products, as set forth in the Purchase Order, does not include sales, use, excise or any other taxes or assessments levied by any federal, state, municipal or other governmental authority, unless Seller expressly agrees otherwise. In case of dispute between verbal or faxed quotations and a written quotation provided by Seller to Buyer (a "Written Quotation"), the Written Quotation shall be the controlling document. If during the performance of this contract, the price of materials increases, through no fault of Seller, the price of Products, under this Sales Agreement shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. Such price increases shall be documented through quotes, invoices, or receipts.

3. Payment

Payments must be made to Seller in U.S. dollars within (30) days of Buyer's receipt of the Products or invoice, whichever is sooner. Payments not received when due will bear interest at the lower of 18% per annum or the maximum rate allowed by applicable law. Seller reserves the right to limit or cancel the credit of Buyer, and Seller may require or demand payment or adequate assurances of performance from Buyer prior to taking any preparatory steps for performing the Sales Agreement or beginning the manufacture of the Products. Notwithstanding the foregoing payment terms, in the event of a conflict or discrepancy between the payment terms set forth on the face of a Written Quotation and the terms set forth herein, the payment terms included on such Written Quotation shall control and govern.

4. Specifications

Seller shall manufacture the Products in substantial conformity with the drawings, data, instructions, samples and specifications, if any, that are provided by Buyer in a timely fashion and reflected by Seller in a Written Quotation. All product and product-related specifications are subject to applicable freight classification, Seller's customary manufacturing processes and industry courses of dealing and usages of trade.

5. Shipment

Unless otherwise specified by Seller, all prices are FOB Seller's manufacturing facility. Buyer must pay all transportation costs of the Products. Seller may make partial shipments at Seller's sole discretion. Seller must endeavor to meet the shipping date specified by Buyer. If Seller is unable to meet such date, Buyer has no claim for damages resulting from any delay in delivery.

6. Title and Risk of Loss

Title to the Products passes to Buyer when Seller has received full and indefeasible payment for such Products. Seller is not responsible for damage or loss in transit. All risk of loss to the Products passes to Buyer as the Products are loaded onto the carrier. Buyer must obtain adequate insurance to cover the Products from the time risk of loss has passed from Seller.

7. LIMITED WARRANTY

Seller warrants that the Products will meet the specifications. **THE FOREGOING NOTWITHSTANDING, SELLER IS NOT LIABLE FOR NORMAL MANUFACTURING DEFECTS OR FOR CUSTOMARY VARIATIONS FROM QUANTITIES OR SPECIFICATIONS. UNLESS EXPRESSLY STATED IN THE SALES AGREEMENT, SELLER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND (WHETHER ARISING BY IMPLICATION OR BY OPERATION OF LAW) WITH RESPECT TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER. THIS SECTION SURVIVES THE TERMINATION OR CANCELLATION OF THE SALES AGREEMENT.**

8. Conditions of Applicability or Warranty

Seller's warranty of any Product is of no effect if (i) the Product is not stored or handled appropriately, (ii) the defect of the Product resulted from damages occurring after delivery of the Product, (iii) the defect of the Product has not been reported to Seller within thirty (30) days after delivery, or (iv) the defect should have been discovered by Buyer in Buyer's inspection and it is not reported to Seller within ten (10) days after the Product's arrival at the destination.

9. Defective Products

If a Product does not conform to the limited warranty in Section 7 and the warranty is not excluded by Section 8, then Buyer must promptly notify Seller. Upon receipt of a claims report, Seller must either ask Buyer for a sample of the defective Product or schedule an inspection of the defective Product. If Seller determines that the Product does not comply with the warranty provided in Section 7, then Seller must repair or replace the defective Product at no cost to Buyer. Except as provided in this Section 9, SUCH REPAIR OR REPLACEMENT IS THE ONLY REMEDY OF BUYER FOR ANY BREACH OF THE LIMITED WARRANTY PROVIDED BY SELLER IN SECTION 7.

10. Returns

No Products may be returned to Seller without providing prompt written notice of that intent and obtaining Seller's prior written consent. Returned Products must be securely packed by Buyer to reach Seller without damage. Buyer is responsible for the costs of returning the Products without being damaged.

11. Liability Limitation

IN NO EVENT IS SELLER RESPONSIBLE TO BUYER FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ALL DIRECT AND 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 action or claim of, for, or on behalf of the Buyer, its 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; (iii) give the Buyer 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 the goods described herein or in such quotation or any parts thereof, or any Product replacement provided by Seller. As part of the consideration for the Product, Buyer agrees not to sue Seller in respect of these Terms or any quotation related to the Products described herein or therein (unless Seller has breached one of the duties expressly created hereunder), and Buyer further agrees to indemnify Seller from any and all claims, costs, fees and expenses, including reasonable attorneys' fees, that may be incurred or spent incident to any such claim by any party (unless Seller has breached one of the duties expressly created hereunder, and then limited only to that claim alone).

12. Termination

In the event of a breach by Buyer, Seller may terminate the Sales Agreement upon giving ten days' written notice of termination. If the Sales Agreement is terminated by Seller because of Buyer's breach, Seller is entitled to reasonable reimbursement from Buyer for any labor, material or other expenses incurred in connection with the Sales Agreement, plus a reasonable amount for overhead.

13. Excusable Delays

Seller is not liable or responsible for delay or failure to perform any of Seller's obligations under the Sales Agreement occasioned by (i) any cause beyond its reasonable control, including, but not limited to, a labor 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 (ii) by acts or omissions of Buyer, including, but not limited to, Buyer's failure to promptly comply with the terms of payment under the Sales Agreement ("Excusable Delays"). The date of delivery shall be extended for a period equal to the time lost by reason of any of the Excusable Delays.

14. Indemnification

To the maximum extent allowed by law, Buyer shall defend and indemnify Seller and its employees and agents against all sums, costs, liabilities, losses, obligations, suits, actions, damages, penalties, fines, interest and other expenses (including investigation expenses and attorneys' fees) that Seller may incur or be obligated to pay as a result of (i) Buyer's negligence or Buyer's use, ownership, maintenance, transfer, transportation or disposal of the Products; (ii) any infringement or alleged infringement of the industrial and intellectual property rights of others arising from Buyer's plans, specifications (including Buyer's trademarks and brand names) or production of the Products ordered by Buyer; (iii) Buyer's violation or alleged violation of any federal, state, county or local laws or regulation, including without limitation, the laws and regulations governing product safety, labeling, packaging and labor practices; or (iv) Buyer's breach of the Sales Agreement.

15. Entire Agreement

The Sales Agreement comprises the complete and final agreement between Seller and Buyer and supersedes all prior negotiations, proposals, representations, commitments, understandings or agreements between Seller and Buyer, either written or oral, on its subject. No other agreement, quotation or acknowledgment in any way purporting to modify any of the terms of the Sales Agreement is binding upon Seller unless made in writing and signed by Seller's authorized agent. The Sales Agreement may not be altered or modified except by written agreement of Seller and Buyer. Any other representations or statements (whether oral or written) made by any person, including employees or other agents of Seller, that are inconsistent with the Sales Agreement must be disregarded by Buyer, do not constitute warranties and are not binding upon Seller. If any model or sample was shown to Buyer, such model or sample was used merely to illustrate the general type and quality of goods and not to represent that the Products would necessarily conform to the model or sample.

16. Successors and Assigns

The Sales Agreement binds and inures to the benefit of Buyer and Seller and their respective successors and permitted assigns. Buyer may not assign any interest in, nor delegate any obligation under the Sales Agreement, without Seller's prior written consent.

17. Governing Law

The validity, construction and performance of the Sales Agreement is governed by, and must be construed in accordance with, the law of the state of the transaction's point of sale (the "Governing State"), without regard to such state's conflicts of law provisions.

18. Jurisdiction and Venue

Buyer irrevocably submits and agrees to the jurisdiction of the state and federal courts of the Governing State. Any action, suit or proceeding related to, or in connection with, the Sales Agreement and, to the extent permitted by applicable law, Buyer waives and agrees not to assert as a defense in any such action, suit or proceeding any claim (i) that Buyer is not personally subject to the jurisdiction of the state and federal courts in the Governing State; (ii) that the venue of the action, suit or proceeding is improper; (iii) that the action, suit or proceeding is brought in an inconvenient forum; or (iv) that the subject matter of the Sales Agreement may not be enforced in or by the state or federal courts of the Governing State. Without prejudice to any other mode of service, Buyer consents to service of process relating to any such proceedings by personal or prepaid mailing (air mail if international) in registered or certified form a copy of the process to the Buyer at the address set forth in Section 21.

19. Waiver

The waiver by Seller of any breach by Buyer of any provision of the Sales Agreement may not be construed to be either a waiver of the provision itself as to subsequent application or any other provision of the Sales Agreement.

20. Severability

If any provision of the Sales Agreement is held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions of the Sales Agreement remain in full force and effect.

21. Notices

No notice or other communication under the Sales Agreement is sufficient to affect any rights, remedies or obligations of either party unless the notice or communication is in writing and (as elected by the party giving the notice) is (i) personally delivered, (ii) transmitted by facsimile (with a receipt acknowledgment), (iii) transmitted by electronic computer mail, (iv) transmitted by a recognized courier service, or (v) mailed (air mail if international) in registered or certified form, to the party to which notice or communication is being given at the following address: (a) if to Seller, at its address designated on the face of the Written Quotation; ATTN: SALES DEPARTMENT and (b) if to Buyer, at its address designated on the face of the Written Quotation. Notices or communications shall be deemed to have been duly given (i) on the date of receipt if delivered personally, (ii) on the date of transmission if delivered by facsimile, (iii) on the date of transmission if transmitted by electronic computer mail, (iv) one day after pickup by courier if delivered by courier or (v) five days after mailing if delivered by the postal service. Either party may change its address by providing notice to the other party.

22. Construction

The headings of the Sections in these Terms are provided for convenience only and may not be considered in the interpretation of the Sales Agreement. The parties agree that the provisions of the Sales Agreement may not be construed in favor of or against either party by reason of the extent to which a party or its professional advisors participated in the preparation of the Sales Agreement.

23. Survival

The terms of the Sales Agreement that by their nature are reasonably intended by the parties to survive the Sales Agreement's expiration or earlier termination, including, but not limited to, Sections 7, 8, 9, 10, 11, 14, 17, and 18 and this Section 23 shall survive the expiration or termination of the Sales Agreement.