



Shope Concrete Products Standard Terms & Conditions of Sale

In consideration of the mutual promises and agreements contained herein, the buyer ("Buyer") and Shope Enterprises, Inc. dba Shope Concrete Products ("Shope") hereby agree as follows:

1. **WARRANTY**

Shope warrants that the products provided to the Buyer in connection herewith (collectively "Products") conform substantially to the descriptions set forth on the reverse side hereof and shall be free from material defects. THE FORGOING WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ORAL OR WRITTEN, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SHOPE. Shope does not guaranty delivery times shall coincide with Buyers requested time schedule. Shope shall not be responsible for Products left on Buyers jobsite or otherwise or for damage done by third parties.

2. **LIMITATION OF REMEDIES**

Buyers remedy for breach of any of the forgoing warranty shall be limited to (a) the replacement or repair by Shope of defects in the Products or (b) the reimbursement of the price paid by Buyer for the Products. The determination, of which such remedy, shall be applicable and shall be determined by Shope, to its sole discretion. THE ABOVE STATED REMEDIES ARE SHOPE'S ENTIRE AND EXCLUSIVE LIABILITIES AND BUYERS EXCLUSIVE REMEDIES FOR ANY CLAIM FOR DAMAGES IN CONNECTION HEREWITH. By way of illustration and not limitation, in no event shall Shope be liable for any direct, indirect, special or consequential damages or delay whatsoever or loss of use and Shope's liability under no circumstance will exceed the contract price for the Products for which liability is claimed. Shope shall not be held liable for any loss due to a failure to deliver the Products as requested by Buyer, including any loss of time or increased expenses for Buyer's contractor. All claims for breach of any of Shope's warranties shall be barred unless Buyer notifies Shope in writing within 30 days of discovery of the breach. Additionally, any claim arising out of or related to this Agreement must be brought no later than one (1) year after the same has accrued, or it shall be deemed waived. Shope shall not be responsible for any repairs performed by third parties unless such repairs are authorized by Shope in writing in advance.

3. **PRICES / PAYMENT**

The Buyer shall pay promptly the sums set forth on the reverse side hereof. Unless stated otherwise, (a) payment is due on the eleventh (11th) day of the month following delivery or, if earlier, acceptance of the Products and (b) the sums owing shall be discounted by one percent (1%) in the event they are paid on or before the tenth (10th) day of such month. By way of illustration, in the event that the Products are delivered to Buyer on either April 12 or May 9, the payment shall be due and payable May 11. Notwithstanding the above, sums owing for Products that are custom modified shall be due, without discount, immediately upon completion of manufacturing. Buyer shall be responsible for all customs, duties, and taxes such as sales, use excise, retailer's occupation or similar taxes, and any costs for shipping and travel by employees of Shope.

4. **DELIVERIES**

Off road deliveries shall be made by Shope subject to the discretion of its driver and only under its truck's own power. If Shope's delivery truck becomes stuck, in the event it is unable to move because of the poor road or driveway conditions, and requires a tow truck or other assistance, buyer shall be liable for all expense related thereto, including towing costs and damage to the vehicle.

5. ACCEPTANCE

Terms and conditions of this agreement contain the entire agreements of the parties. No waiver, alteration or modification of any of the provisions hereof shall be binding on Shope unless made in writing and signed by a duly authorized office of Shope.

6. RISK OF LOSS

Buyer is responsible for verifying quantity and condition of the Products upon delivery. The Buyer shall be responsible for all risk of loss to the Products after delivery thereof, due to any cause whatsoever. Buyer acknowledges that it shall be buyer's responsibility if Buyer desires, to insure against this risk.

7. CANCELLATION CHARGES

Orders placed by Buyer may not be cancelled without Shope's written consent. Buyer agrees to indemnify Shope against all loss, damage or expense incurred due to cancellation including, but not limited to the cost of special materials, no resalable goods, completed or in process, labor, engineering time, overhead, and profit. A minimum charge of 20% of the contract price shall be applied in the event of a cancellation. Notwithstanding the previous, in no event shall modified Products be returnable to Shope or credit given if such Products are not used by Buyer.

8. ATTORNEY FEES

In the event an arbitration, suit or action is brought by any party under this agreement to enforce or interpret any of its terms, or in any appeal there from or in any bankruptcy action, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees and/or collection costs.

9. JURISDICTION / VENUE

This agreement shall be binding upon the successors and assigns of Shope and Buyer, and shall be governed by and construed in accordance with the laws of the State of Washington. In the event of litigation between the parties to enforce any terms of the agreement, the parties agree that venue shall be in either the Superior Court of the State of Washington for Pierce County, as shall be determined by Shope.

10. FORCE MAJEURE

Shope shall not be held liable for any loss, damage, or delay due to accident, fire, labor difficulties, acts of God, material shortages, carriers delay, or any cause beyond Shope's control.

11. INDEMNIFICATION

Buyer shall indemnify, save harmless and defend Shope from all liability for loss, damage, or injury to person or property in any manner arising out of or incident to the performance of this Agreement.

12. NO ASSIGNMENT

Buyer agrees that it will not assign this Agreement in whole or in part without Shope's prior written consent.

13. PERSONAL GUARANTEE

By accepting the Products, to the extent that the Buyer is a corporation, limited liability company, or other similar entity, the individual members, shareholders and/or owners of the Buyer hereby guarantee the obligations owing to Shope.

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