GLACIER PRECAST CONCRETE

Mountain Built | NPCA Certified | Montana-Owned Since 1989
175 Alder Dr, Kalispell, MT 59901 • (406) 752-7163 • GlacierPrecast.com

STANDARD TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("**Terms**") are applicable to the foregoing quotation (the "Quote") and to all other Glacier Precast Concrete ("**GPC**") quotations, order acknowledgments, deliveries, and change orders. "**Buyer**" means the individual or entity identified as purchaser of the products described in the Quote ("**Products**") from GPC.

1. Application; Acceptance

These Terms govern the sale of all Products and control over any conflicting or additional terms in Buyer's purchase order or other documents, which are objected to, rejected, and disallowed; any such additional or different terms proposed by Buyer shall not operate as a rejection of the contract of sale, but as a proposal of the additional terms, which are HEREBY rejected by GPC. These Terms, along with the Quote (collectively, the "**Agreement**"), make up the entirety of this Agreement. Buyer accepts these Terms by signing GPC's Quote or order acknowledgment, by submitting a purchase order after receiving a Quote, or accepting delivery, whichever occurs first. In exchange for the consideration set forth in this Agreement, GPC will manufacture and sell the Products to Buyer as set forth in the Quote. Buyer is solely responsible for determining whether the Products are the correct types and quantity needed by Buyer. Buyer has reviewed, and approves, the Quote, the listed Products, and Product specifications, if any, provided by GPC. No modification of these Terms is binding on GPC unless in writing and signed by an authorized GPC representative.

2. Quotations and Prices

Quotes are valid for thirty (30) days from the date of the Quote, unless otherwise stated. Notwithstanding the foregoing, GPC may withdraw or modify any Quote by notice to Buyer at any time before the deadline for submission of any bid or proposal for which Buyer requested or intends to use the Quote, regardless of any reliance by Buyer on the Quote, and no Quote is irrevocable before that deadline. Prices are based on the quantities stated in the Quote. If Buyer changes those quantities, GPC may adjust unit prices and delivery charges to its then-current pricing for the revised quantities, and Buyer shall pay the adjusted price. Unless included in the Quote, prices exclude freight, insurance, special handling and packaging, or any required federal, state or local sales or other taxes (except for taxes based on GPC's net income), permits duties, and VAT charges, or other fees, which are Buyer's responsibility.

3. Payment Terms

Buyer must pay GPC the amounts stated in the Quote ("**Purchase Price**"). If Buyer has an approved GPC account, the Purchase Price is due net thirty (30) days from the invoice date, unless otherwise stated in writing. For Buyers without an approved account, payment is due at delivery. For custom or special-order Products, a Buyer without an approved GPC account must deposit fifty percent (50%) of the Purchase Price, as a down payment, before production commences, with the balance due at delivery. If the Quote requires additional deposits or progress payments, Buyer shall pay them as stated in the Quote. If GPC has reasonable grounds for insecurity about Buyer's ability to pay, GPC may require adequate assurance of payment, including a deposit or prepayment, and may suspend production or delivery until it is received. Past-due balances accrue a service charge of 1.5% per month (18% per annum), or the maximum rate permitted by law, whichever is less.

4. Delivery; Site Responsibilities

GPC will deliver the Products, on the truck, to the location specified in the Quote (the "**Delivery Site**") or the nearest point a loaded truck can safely reach. Buyer is responsible for Delivery Site access, stable ground conditions, permits, and the means to receive and place the Products. GPC is not responsible for damage to pavement, curbs, sidewalks, landscaping, or underground utilities caused by delivery vehicles operating off public roads at Buyer's direction. Unless the Quote includes unloading or setting by GPC, Buyer must unload the Products with its own equipment and personnel, and GPC is not responsible for damage that occurs during unloading, even if GPC personnel assist at Buyer's request. Upon delivery, if GPC encounters any standby, wait time, or the Products must be redelivered due to Delivery Site conditions or Buyer's lack of readiness, GPC will charge Buyer at GPC's then-current rates. If Buyer changes the Delivery Site or makes changes requiring additional equipment, time, or personnel, GPC may adjust its delivery charges accordingly. Buyer must notify GPC as soon as practical about any Delivery Site conditions that would hinder or delay delivery.

5. Title; Risk of Loss

Deliveries by GPC, whether by its own vehicles or a carrier, are F.O.B. the Delivery Site, freight prepaid and added to invoice unless included in the Quote, and risk of loss passes to Buyer on tender at the Delivery Site. If delivery fails for reasons within Buyer's control, including Buyer's refusal of conforming Products, risk of loss passes on GPC's attempted tender, and Section 10 applies. Buyer pickups at GPC's yard at 175 Alder Dr, Kalispell, Montana ("GPC's Yard") are F.O.B. GPC's Yard, loaded; risk of loss passes when loading is complete, and Buyer is responsible for securing the load and all transit. If Buyer does not pick up the Products within five (5) days after GPC's ready notice, risk of loss passes at the end of that period, and Section 10 applies. Title to the Products passes to Buyer when risk of loss passes, subject to GPC's security interest under Section 6. Loss of or damage to the Products after risk of loss passes does not relieve Buyer of its obligation to pay.

6. Security

As collateral security for the payment of the Products or any other fees or costs which have been invoiced to Buyer hereunder, Buyer hereby grants to GPC a lien on and security interest in and to all the right, title, and interest of Buyer, in, to, and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this Section constitutes a purchase money security interest under the Montana Uniform Commercial Code. GPC may file a financing statement for such security interest and Buyer shall execute any such statements or other documentation necessary to perfect GPC's security interest in such Products. In addition to the foregoing, GPC retains all rights to claim, file, and enforce construction liens under applicable Montana law, including but not limited to the Montana Construction Lien Act (Mont. Code Ann. § 71-3-521 et seq.), to secure payment for Products provided in connection with any improvement to real property. If Buyer fails to make payment for amounts which are owed by Buyer hereunder, as described herein, GPC may enforce payment and exercise any rights and remedies available to GPC under law, including, but not limited to, those rights and remedies available to a secured party under Article 9 of the Montana Uniform Commercial Code and Mont. Code Ann. § 71-3-521 et seq.

7. Changes; Custom Products; Drawings

Any changes to specifications, quantities, or drawings after the execution of this Agreement must be in writing and may affect price and delivery. Products manufactured to Buyer's specifications, and other custom or special-order Products, are non-returnable and may be cancelled only as provided in Section 10. Buyer is responsible for reviewing and approving GPC-prepared shop drawings before production; GPC is entitled to rely on, and shall not be responsible for, the adequacy of specifications furnished or approved by Buyer or Buyer's engineer. Any detail not specified in the Quote, Buyer's specifications, or the shop drawings approved by Buyer will be determined by GPC in good faith, consistent with GPC's standard manufacturing practices and applicable ASTM and NPCA standards. Buyer is responsible for verifying field dimensions and site conditions, for the accuracy of specifications furnished by Buyer or Buyer's engineer, and for discrepancies between as-built conditions and drawings or specifications approved by Buyer.

8. Inspection; Claims

Buyer shall inspect all Products upon delivery for any nonconformity, including but not limited to issues related to the quantity, quality, or defects. Claims for shortage, visible damage, or nonconformity must be noted on the delivery ticket at the time of delivery and confirmed to GPC in writing within five (5) business days after delivery. Products not rejected within the five (5) business day period are deemed accepted. Any Products alleged to be defective may not be returned without GPC's prior written authorization, and Buyer must first give GPC a reasonable opportunity to inspect them. If GPC confirms a nonconformity, GPC will, at its option, repair or replace the Products or credit Buyer for them. Failure to comply with this Section waives all claims regarding the affected Products, except warranty claims under Section 12 for latent defects not reasonably discoverable at delivery.

9. Delays; GPC's Right to Suspend or Cancel

Delivery dates are estimates only, and TIME IS NOT OF THE ESSENCE. GPC is not liable for any loss, damage, penalty, or expense caused by delay in manufacture or delivery. GPC may suspend production, delay or withhold delivery, or cancel any undelivered portion of an order if any amount owed to GPC is past due, if Buyer fails to provide adequate assurance of payment requested under Section 3, or if Buyer otherwise materially breaches this Agreement. GPC's exercise of these rights is not a breach of this Agreement, and Buyer remains responsible for Products produced and costs incurred by GPC before suspension or cancellation.

10. Storage; Cancellation

If Buyer does not accept delivery or pick up conforming Products as scheduled, GPC may invoice the Products as delivered, payable under Section 3, and store them at GPC's Yard or another location at Buyer's risk and expense, including reasonable storage, handling, and re-delivery charges. If Buyer does not take the Products within thirty (30) days after GPC's written notice, GPC may resell or otherwise dispose of them and recover any resulting loss from Buyer as

permitted by the Montana Uniform Commercial Code. Buyer may cancel an order for standard Products only with GPC's written consent and on payment of GPC's costs incurred. Buyer may not cancel an order for custom or special-order Products once production has begun. In all cases, Buyer must pay for Products produced before cancellation and any related disposal costs.

11. Shop Drawings

GPC's shop drawings, designs, and molds remain GPC's property. Buyer may use GPC's shop drawings only to permit, install, inspect, maintain, and repair the Products purchased under this Agreement, and may not use them, or allow others to use them, to manufacture the Products or similar products.

12. Limited Warranty; Disclaimer

GPC warrants that, at delivery, Products will be free from defects in materials and workmanship and will conform to approved drawings and applicable ASTM and NPCA standards, for one (1) year from delivery. CONCRETE IS A NATURAL MATERIAL: MINOR SURFACE CRACKING, CRAZING, EFFLORESCENCE, AIR VOIDS, AND COLOR/TEXTURE/SHADE VARIATIONS ARE INHERENT CHARACTERISTICS, NOT DEFECTS. EXCEPT AS STATED ABOVE, GPC MAKES NO OTHER WARRANTIES OR REPRESENTATIONS TO BUYER OR ANY OTHER PERSON OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, AND GPC DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. GPC DOES NOT WARRANT SITE PREPARATION, INSTALLATION, OR HANDLING PERFORMED BY OTHERS. GPC'S SOLE OBLIGATION FOR A REMEDY TO BUYER, AND BUYER'S EXCLUSIVE REMEDY SHALL BE, AT GPC'S OPTION, REPAIR, REPLACEMENT, OR REFUND OF THE NONCONFORMING PRODUCT.

13. Limitation of Liability

IN NO EVENT SHALL GPC BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, OR DELAY DAMAGES — INCLUDING LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, EQUIPMENT OR CREW STANDBY, MOBILIZATION COSTS, PROJECT DELAY, OR LIQUIDATED DAMAGES ASSESSED AGAINST BUYER, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF THE PRODUCTS SOLD HEREUNDER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF GPC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. GPC'S TOTAL LIABILITY SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS GIVING RISE TO THE CLAIM.

14. Force Majeure

GPC is not liable for delay or failure of performance caused by conditions beyond its reasonable control, including weather, acts of God, fire, flood, labor shortages or disputes, equipment failure, supplier or transportation delays, material shortages, utility outages, epidemics or public health emergencies, war, terrorism, civil unrest, or governmental action, for so long as such force majeure event is in effect and for a reasonable period thereafter. GPC will endeavor to provide Buyer with notice of the occurrence of such an event within five (5) business days of its occurrence. The time for performance shall be extended accordingly. If such an event causes a shortage of Products or materials, GPC may allocate its available supply among its customers in a fair and reasonable manner, will notify Buyer of any resulting delay or reduction in quantity, and Buyer shall pay only for the Products actually delivered.

15. Indemnification

Buyer shall indemnify, defend, and hold GPC harmless from claims, damages, and expenses arising out of Buyer's specifications, site conditions, or the installation, handling, or use of Products by Buyer or others.

16. Governing Law; Venue

This Agreement is governed by Montana law. Any action arising out of this Agreement shall be brought in the Montana Eleventh Judicial District Court in Flathead County, except that GPC may file and foreclose a construction lien, and enforce its security interest, in any court where the law permits.

17. Mediation

Before filing suit over any dispute arising out of this Agreement, the parties shall attempt in good faith to resolve the dispute through mediation in Flathead County, Montana, before a mediator mutually selected by the parties. Either party may initiate mediation by written notice to the other party. The parties shall share the mediator's fees equally and shall otherwise bear their own costs. If the dispute is not resolved within ninety (90) days after the notice, which period may be extended by mutual agreement of the parties, either party may file suit under Section 16. Mediation is not required before GPC files suit to collect amounts owed, files or forecloses a construction lien, or enforces its security interest, or before either party seeks emergency injunctive relief.

18. Attorneys' Fees

In any action arising out of this Agreement, including any action to collect amounts owed or foreclose a construction lien, the prevailing party is entitled to recover its reasonable attorneys' fees and costs, including on appeal.

19. Relationship of the Parties

The relationship of the parties hereto is that of vendor and purchaser. Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the parties or between one party and the other party's employees or agents. Accordingly, Buyer shall not be empowered to bind GPC in any way, to incur any liability, make any statements, representations, warranties or commitments, or otherwise act on behalf of GPC. Each party shall be solely responsible for payment of its employees' salaries (including withholding income taxes and social security), workers' compensation, and all other employment benefits.

20. No Assignment

This Agreement between GPC and Buyer is not transferable by either party without the prior written consent of the other party, except that GPC may assign this Agreement without Buyer's consent if the assignment is to an affiliate or if the assignment is carried out as part of a merger, restructuring, or reorganization, or sale or transfer of all or substantially all of GPC's assets.

21. Severability

If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

22. Notices

Each party shall deliver all communications in writing, either in person, by certified or registered mail, return receipt requested and postage prepaid, by email or facsimile (with confirmation of transmission), or by recognized overnight courier service, and addressed to the other party at the addresses set forth above or in the Quote (or to such other address that the receiving party may designate from time to time in writing in accordance with this Section).

23. Authorized Signatories; Counterparts

It is agreed and warranted by the parties that the individuals signing this Agreement on behalf of the respective party are authorized to execute such an Agreement. This Agreement may be signed electronically and in counterparts, which together form one instrument.

24. Entire Agreement

This Agreement is the entire agreement between the parties with respect to the subject matter and supersedes any prior agreement or communications between the parties hereto, whether written or oral.

25. Modification; Waiver

This Agreement may be modified only by a written amendment signed by authorized representatives of both parties. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision.

ACKNOWLEDGED AND ACCEPTED BY BUYER

Signature: _____ Date: _____

Printed Name / Title: _____

Company: _____