



# STANDARD PRECAST, INC.



**BARBARA L. PETERSON**  
**PRESIDENT**

12300 PRESIDENTS COURT / P.O. BOX 61839 / JACKSONVILLE, FLORIDA 32236

904-268-0466  
FL 800-393-0466  
FAX 904-268-4403

MEMBER  
A.S.T.M

OF FLORIDA

MEMBER  
PCSA

CONTRACTORS ASSOC.

MEMBER  
NATIONAL UTILITIES

- 1) All references to the Seller contained herein, shall mean Standard Precast, Inc., Jacksonville, Florida. All references to the Purchaser, contained herein, shall mean the individual, political subdivision, partnership, corporation, or other business entity, or its appointed representative issuing a purchase order (verbally or in writing) for goods to be furnished by Standard Precast, Inc., for a specific job or project.
  - 2) All quoted prices are exclusive of sales tax. The current applicable Florida or Georgia Sales Tax must be added. Exclusion of sales tax shall be only by a Certificate of Sales Tax Exemption issued by the Purchaser.
  - 3) Payment Terms: All payments due to the Seller are based on individual invoices in accordance with the following. **ANY ATTEMPT BY PURCHASER TO ADD PAY WHEN PAID PROVISION IN PURCHASE ORDER OR ANY OTHER DOCUMENTATION PROVIDED TO SELLER IS HEREBY REJECTED.**
  - 4) All quotations are subject to acceptance within thirty (30) days after the date of quotation. After thirty (30) days, quotations are subject to confirmation, in writing, of the quoted prices or affirmation, in writing, of revised prices, brought about by material and labor cost changes, or other influences.
  - 5) Acceptance of a quotation by the Purchaser, shall not obligate the Seller until the Purchaser's credit is approved by our Credit Department additionally acceptance of the quotation by the purchaser constitutes acceptance of the Terms and Conditions listed herein.
  - 6) On projects requiring the action of an approving authority, a reasonable time shall be allowed by the Purchaser for the preparation of submittals and action of the approving authority.
  - 7) Prices quoted are F.O.B.-jobsite, unloaded by others, subject to the following conditions:
    - a) Delivery shall be construed to mean truck delivery, as close to jobsite or designated storage area, as is practicable for a loaded truck and/or trailer, operating under its own power, without risk of accident, injury, or undue delay. The Purchaser shall maintain suitable access for delivery of goods. Delivery beyond a point accessible to loaded trucks and/or trailers shall be at the risk of the Purchaser. Any damage to the Seller's delivery equipment or cargo as a result of assisting its trucks and/or trailers to a point beyond that of reasonable access shall be the responsibility of the Purchaser.
    - b) The Purchaser will inspect the items as listed on the shipping list at the time of delivery, prior to unloading, and any discrepancies or defects shall be noted on the shipping list, and the delivery acknowledged by signature of the Purchaser. If the goods fail to conform, at the time of delivery, to this limited warranty, Buyer's sole and exclusive remedy and seller's entire liability will be, at seller's election, (i) the repair or replacement by seller within a reasonable time of the non-conforming goods, F.O.B. seller's plant, or (ii) the refund of the price paid for the non-conforming goods, and in either case only if seller receives written notice of the defect or non-conformance within 30 days of the delivery of the non-conforming goods. **SELLER WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.** Seller's liability, whether under contract, in tort or otherwise shall not in any event exceed the price of the goods or portion of such goods on which such goods on which such liability is based, and Buyer waives any claim for amounts in excess of that amount.
    - c) **Unloading of delivered goods shall be the responsibility of the Purchaser. Equipment adequate for this purpose shall be provided by the Purchaser, and any damage to the Seller's delivery equipment or to the delivered goods, during unloading, are the responsibility of the Purchaser. Seller's liability, whether under contract, in tort or otherwise shall not in any event exceed the price of the goods or portion of such goods on which such liability is based, and Buyer waives any claim for amounts in excess of that amount.**
  - d) One and one half (1½) hours for each full truck load delivery and one (1) hour for each partial truck delivery are allowed as reasonable for unloading from the time of arrival at the jobsite or designated storage area to the time of departure from the same. Time in excess of the allowable shall be charged to the Purchaser at the rate of thirty-five (35) dollars per half-hour or portion thereof. Failure of the Purchaser to unload delivered goods, on a prearranged schedule, will result in a redelivery charge at the rate of thirty-five (35) dollars per half-hour or portion thereof from the time of departure of our truck and/or trailer from our plant, as designated by our time clock, to the time of arrival at our plant. Trailers dropped for the convenience of the Purchaser, for postponed unloading, shall be charged to the Purchaser, for each day, or portion thereof, at the current scheduled rate.
  - e) The Seller requires at least forty-eight (48) hours notice of the Purchaser's delivery requirements for normal delivery and seventy-two (72) hours notice for special overweight, overheight, or overwidth structures to allow for the acquisition of necessary permits and special loading equipment.
  - f) The Seller shall not be liable for delays or non-delivery caused by equipment failure, strikes, fire, war, flood, Purchaser priority changes, non-delivery of our vendors or any other cause beyond our control.
  - g) Where Purchaser, by changing of job priority, has created a storage problem of structures produced on the original priority, the Purchaser agrees to accept delivery of goods produced on the original priority at the earliest reasonable time. **NO RETAINAGE SHALL BE WITHHELD BY THE PURCHASER FOR GOODS DELIVERED TO A JOBSITE AND PAYMENT SHALL BE MADE AS PREVIOUSLY SET FORTH.**
  - h) Yard pick-ups are presumed to be for the convenience of the Purchaser and no credit for freight is allowed. Loading times for yard pick-ups are at the option of the Seller unless specific arrangements are made within a reasonable time prior to the time of arrival of the Purchaser's truck at our plant. No yard pick-ups are to be loaded during lunch hour (12 noon to 1:00 p.m.)
- 8) **SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS PURCHASED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**
  - 9) Special items or structures ordered by the Purchaser are not subject to cancellation. **Any special item or structure the delivery of which is not taken within 60 days of notice of availability will be charged to purchaser.**
  - 10) The Purchaser is responsible for the verification of all quantities, calculations, specifications, etc., and the Seller assumes no responsibility in this regard.
  - 11) The Seller reserves the right to enforce any and all of the Terms and Conditions of Sale. Notwithstanding anything to the contrary to your purchase order, Standard Precast Inc's standard Terms and Conditions listed are non-severable. . Any contrary provision in any purchase order or other document of customer is rejected, unless agreed to in writing and signed by an officer of Standard Precast, Inc. Standard Precast, Inc. reserves the right to make reasonable changes to these terms & conditions with out notice.
  - 12) In the event of any litigation arising out of the relationship between purchaser and seller. Purchaser agrees that venue is proper in Duval County Florida. Purchaser's right to trial by jury is waived and prevailing party shall be entitled to recover from the non prevailing party it's attorney fees and costs.