

Ready-mixed Concrete VanDerVart Concrete Products Document 1A - 2015

- 1. VanDerVart Concrete Products is a ready-mixed concrete supplier that manufactures and delivers ready-mixed concrete to customers designated site[s]. Deliveries are made at a mutually agreeable date, time, and schedule. The minimum amount of concrete we manufacture and deliver is one cubic yard.
- VanDerVart Concrete Products recognizes the American Concrete Institute [A.C.I.], the Portland Cement Association [P.C.A.] and the Wisconsin Ready Mix Concrete Association [W.R.M.C.A.] as the professional organizations that guide our industry. VanDerVart Concrete Products follows the recommendations and specifications prescribed by these professional organizations as well as A.S.T.M. International [American Society for Testing Materials International]
- 3. VanDerVart Concrete Products standard delivery hours are non-holiday, Monday through Friday between 7:00 AM to 3:30 PM. Non-standard deliveries are available at an additional charge if needed. Night delivery is available with sufficient scheduling notice, but requires an additional plant opening charge. The customer should contact our office prior to requesting delivery if there is a question on the delivery charges or plant opening charges applicable to non-standard delivery hours.
- 4. VanDerVart Concrete Products production plant scales are inspected, calibrated and certified annually by an independent professional scale calibration company.
- 5. VanDerVart Concrete Products concrete admixture tanks and dispensers are calibrated and certified quarterly.
- 6. Cancelation of a scheduled concrete delivery must be made a minimum of 90 minutes prior to the scheduled delivery date and time. Less than a 90 minute notice will result in the customer being liable for the scheduled load[s]. The customer is responsible for the full financial amount of the load[s].
- 7. Concrete provided to the worksite that is out of specification should not be placed. If we as the concrete supplier were to accidently deliver concrete to the project that is out of specification, we need to be notified immediately. Out of specification concrete should not be placed at the project worksite. We will load a replacement truckload of concrete at no additional charge if concrete is out of specification due to a VanDerVart Concrete Products staff member or driver error.
- 8. VanDerVart Concrete Products concrete pricing does not include jobsite or laboratory testing of concrete or related testing documentation. VanDerVart Concrete Products has qualified staff members who are certified by the American Concrete Institute [A.C.I.] and the Wisconsin Ready Mix Concrete Association [W.R.M.C.A.] to insure high quality concrete that is within industry standards and project guidelines.
- 9. We do not allow customer additions of admixtures or alternate products to our concrete due to incompatibility issues. If a customer alters the concrete mix we deliver, VanDerVart Concrete Products provides no warranty on any concrete altered. A washout charge will apply to the customer on each truckload of altered concrete.
- 10. Ready-mixed concrete trucks require a customer supplied and designated wash up area. The concrete customer or property owner is responsible for any costs associated with the establishment, maintenance, and removal of wash up area[s]. All concrete truck drivers will wash the truck discharge hopper and truck chutes at the jobsite. Failure of the customer to provide a suitable, legal wash area will likely result in an additional fee charged to the customer for each occurrence. Dumping or washing into municipal storm sewers is illegal.
- 11. No credit is issued on concrete returned to VanDerVart Concrete Products as unused or unneeded by the customer due to customer's mistaken calculations or jobsite issues or problems.
- 12. If the customer elects to place air entrained concrete with a concrete pump, VanDerVart Concrete Products is responsible to provide air entrained concrete within the specification at the point of discharge from the concrete truck. VanDerVart Concrete Products has no control of a concrete pump or changes in air content of the concrete mix due to the operation or configuration of the concrete pump that may affect the air content of the mix.

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- 13. VanDerVart Concrete Products can provide integral concrete colorant upon request. Pricing is based on the color selected by the customer. A truck wash out charge is applicable to each truck that delivers colored concrete. If the customer elects to have a truck return for multiple loads of colored concrete without delay on the same day, one washout charge applies per truck.
- 14. A customer representative is to sign each delivery ticket as material is delivered to the project site, or project staging area as directed. A copy of each delivery ticket is supplied to the customer.
- 15. The American Concrete Institute [A.C.I.] states that all exterior concrete placed in Wisconsin be 4500 psi. @ 28 days with 6% air and a maximum of .45 water/cementitious ratio. VanDerVart Concrete Products urges compliance with this statement however; it is up to the customer to request concrete meeting this specification.
- 16. VanDerVart Concrete Products will provide a standard certificate of insurance upon request. Our insurance provider will submit the document directly to the customer requesting the information. If redundant individual endorsements or naming "additionally insured" requirements are necessary, the additional charge is the financial responsibility of the person[s] requesting such documents. Our insurance provider will submit one single blanket endorsement at no charge to our customer on behalf of VanDerVart Concrete Products.
- 17. VanDerVart Concrete Products product pricing is valid for 30 days from the written proposal date unless otherwise specifically noted. Our standard concrete contractor pricing and standard retail customer pricing is updated as necessitated. Contact us to confirm pricing or to request updates prior to requesting delivery.
- 18. VanDerVart Concrete Products published and written quotations do not include sales tax. The customer is required to pay all sales taxes as applicable. We do not charge sales tax on product when a properly completed and signed tax exempt certificate is provided to our billing department at our corporate office.
- 19. VanDerVart Concrete Products customers with preapproved credit may charge product to their established account. Credit terms are net 30 days. Finance charges are applicable to any balance due after 30 days from the date of delivery. Customers requesting product may pay by cash on delivery [C.O.D.]. VanDerVart Concrete Products accepts major credit cards as well as cash or valid check for C.O.D. deliveries.
- 20. VanDerVart Concrete Products is a supplier of product to worksites. As a material supplier, VanDerVart Concrete Products does not provide payment bonds or performance bonds. If a customer requires VanDerVart Concrete Products to provide a bond, the associated fee of that document and all associated costs are billed and payable by the customer. Payment of these charges by the customer or the contractor are payable in full prior to delivery of product to the jobsite[s]
- 21. VanDerVart Concrete Products is not subject to retainage fees as we do not perform workmanship at the jobsite. We provide product that the customer forms and places.
- 22. Placement of an order with VanDerVart Concrete Products either verbal or written, constitutes acceptance of our pricing and signifies agreement with the terms of this document, a written price quote if applicable, as well as our standard credit agreement.
- 23. VanDerVart Concrete Products delivers product to customers upon request. The customer is responsible to place and use the delivered product in a law obeying manor. VanDerVart Concrete Products has no liability in connection with the use of product delivered at the customer's location. VanDerVart Concrete Products does not guarantee the results obtained by the customer or the customer's labor. The customer is responsible for all needed permits required at the customer's location. The customer is responsible to clean up extra concrete at the worksite if any, and to properly contain and dispose of concrete wash water.
- 24. VanDerVart Concrete Products provide a one year warranty on the ready-mixed concrete we manufacture and deliver. See the complete warranty statement on our website or request the warranty be provided to you.
- 25. VanDerVart Concrete Products provides Material Safety Data Sheets [M.S.D.S.] and/or S.D.S. upon request.