



## General Delivery Terms and Conditions

Updated 4/1/2024

The General Delivery Terms and Conditions shall supersede any terms and conditions agreed to previously for past projects. All deliveries and services are subject to these terms and conditions as well as any additional terms listed on the delivery ticket or eticket systems.

**WARNING:** CONCRETE CONTAINS PORTLAND CEMENT AND MAY CAUSE IRRITATION TO EYES AND SKIN WITH PROLONGED EXPOSURE. IN CASE OF CONTRACT WITH EYES OR SKIN, FLUSH THOROUGHLY WITH WATER. IF IRRITATION PERSISTS, GET MEDICAL ATTENTION. KEEP AWAY FROM CHILDREN.

**Material Supplies:** Cement, fly ash, and natural sand materials in the region are periodically restricted by allocations from the material suppliers. Blalock Ready Mix will not be held responsible for any delays due to lack of available materials or allocation changes. Prices will be adjusted as noted on the quote for straight cement mixes if fly ash is not available. We cannot guarantee that only one source of cement or fly ash will be used throughout the project. We also cannot guarantee that suppliers will continue to provide Type I/II cement throughout any project.

**Payment:** Quotes are subject to raw materials availability and any escalation indicated. Payment is due by the 10th of the following month with credit account in good standing. Overdue balances negate quotation prices. All material prices are presented FOB Jobsite and do not include sales tax. Prices presented already reflect a 3% cash or check discount. All other forms of payment may not receive this discount. Prepayment or a valid credit card for preauthorization is required for C.O.D. orders. Prices not valid for other products or projects. Past due credit accounts subject to service charges of 1.4% per month added after 30 days, totaling 18% annually. In case of collection by attorney, purchaser agrees to pay all attorney's fees and collection costs in addition to invoice amounts and service charges to settle the judgement.

**Electronic and Laser Printed Ticketing:** Any disputes over electronically-confirmed deliveries must be reported to Blalock within 48 hours of delivery. Trucks will be tracked with GPS as further assurance of delivery, and failure to accept or electronically sign delivery tickets in the app does not relieve the customer from payment obligations (no physical signatures will be collected without paper tickets). Please note, some customers (i.e. TDOT) may require the use of electronic ticketing. If electronic ticket systems are wholly or partially unavailable, paper tickets or other telematic recording systems may be used to document jobsite events and pour information as the official record. Customers receiving laser printed tickets agree that the water additions and other jobsite notes may only be recorded on the signed copy retained by Blalock drivers or by electronic sensors for digital ticket systems, and the information recorded on this copy or electronic database will be the official record of delivery.

**Scheduling:** Concrete scheduling is done on a first come, first serve basis. Current labor shortages require longer lead times for concrete orders. Blalock does not guarantee or offer any "hold spots", yardage allotments, or standing daily orders in scheduling, and cancellation fees may apply to orders that are cancelled or reduced without advanced notice. Order slots are scheduled for the locations and quantities given by the customer on the initial order placement. Blalock may not be able to accommodate changes in pour location or order size after initial scheduling.

**Pricing and Availability:** All pricing is subject to raw material availability at the time of purchase. Blalock will make every effort to have materials available for all jobs, including stockpiling where feasible. However, Blalock will not be responsible for any costs or penalties associated with material shortages or supply chain issues. Blalock strongly recommend that all customers assume that fly ash will not be available when estimating project costs and factor listed price increases for straight cement mixes into any cost calculations. Furthermore, due to material shortages, Blalock cannot guarantee compliance with any minimum fly ash or other material content requirements as related to LEED or any other environmental design criteria. Blalock reserves the right to change material suppliers, with notice, for any mix components if required to maintain supply for all projects. Specialty additives and products may require prior payment and minimum order quantities for stocking. Quotes assume all admixtures and additives will be added at the plant as part of the normal batch cycle. All quoted prices expire 10 days after the quotation date without written acceptance. Blalock will not accept charge backs due to delays.

**Testing and Quality Control:** Concrete acceptance testing will be conducted at the point of discharge from the mixer truck per ASTM C-31. Concrete must be sampled and tested in accordance with all applicable ASTM and ACI standards. All test specimens must be protected against damage from temperature, sunlight, wind, tampering, and other detrimental jobsite conditions. Blalock Ready Mix will only be accountable for a plastic air specification, not a hardened air specification. Furthermore, all customers should expect some fluctuations in concrete air content due to carbon content for mixes containing fly ash. All mixes are designed on a 4" slump unless noted. Blalock Ready Mix not responsible for diminished quality due to increasing slumps without the use of water reducing admixtures. Blalock Ready Mix will not be held responsible for color variations due to finishing techniques, required source material changes, or natural variations in raw materials (including color compounds). Customer is responsible for any and all testing expenses beyond original submittals. Ambient temperatures may require the use of hot or chilled water or ice at additional costs. Blalock Ready Mix not responsible for mix quality if additional products are added on site by the customer.

**Limitations of Damages:** Purchaser is responsible for final inspection and testing of concrete or products prior to pouring or installation. Blalock Ready Mix's agreement to deliver products at the quoted prices is conditioned upon the purchaser's agreement that in no event shall Blalock Ready Mix be liable for any special, indirect, delay, or consequential damages resulting from the pouring or installation of a product that does not meet agreed upon specifications or warranty. If any delivered concrete or product does not meet the specifications listed on the ticket or any other specification or warranty agreed upon orally or in writing, purchaser's damages remedy shall be limited to the difference in the value between the product as specified and the product

delivered. Any provisions contained in purchaser's acknowledgement of the delivery ticket or invoice (receipt), in physical or digital form, that are inconsistent with or in addition to the terms stated herein shall have no force and effect and shall not constitute part of the ticket, invoice, or receipt.

**Washout Area:** Customer must provide suitable on-site washout area for all concrete mixers and pumps and will not hold Blalock Ready Mix responsible for debris. Washout areas must be constructed in compliance with applicable environmental regulations. Blalock may refuse service or apply fees if suitable washout area is not provided at point of pour.

**Site Access:** Customer shall provide safe and reasonable access to all necessary areas of the project site. Pumps, cranes, conveyor mixers, and slingers require a flat area suitable for supporting and operating equipment within all manufacturer, OSHA, and industry standards. Customer shall provide traffic control if required. Customer is responsible for providing protection to private property from splatter and ricochet damage that can occur from pump and slinger discharge and restrict access around crane swing radius during lifting operations. Customer will provide street cleaning if required due to track out from jobsite, pump overflow, or slinger runoff. Equipment and trucks can create significant loads to ground and finished surfaces. Blalock Ready Mix shall not be responsible or liable for damages incurred beyond the curb. Customer is responsible for all towing and recovery costs for trucks and equipment mired on jobsite, including any concrete lost due to delays caused by access issues. Additional fees may apply to jobsites with enhanced delivery risks, maximum load limits, or truck washout restrictions.

**Pumping and Priming:** Customer is responsible for costs related to mix design changes to facilitate pumping, including but not limited to changes in aggregates and admixtures. All line pumps require fine gravel grout mixes. Additional steel or rubber system beyond the boom tip will require cement grout from the ready mix supplier to prime the pump. It is the customer's responsibility to provide a safe, adequate priming area and to keep this area free of other employees during the priming process. Customer is also responsible for fall protection and all other OSHA safety requirements on the jobsite. All noted boom lengths represent vertical reaches. Actual front and side reach, as well as outrigger spread, is dependent on jobsite conditions. Contact dispatch at (865) 453-2808 for additional assistance with configurations.

**Acts of God, Penalties and Deductions:** In any event of raw material shortages, labor shortages, global pandemics, or other disruptive events outside the control of Blalock Ready Mix, Blalock reserves the right to evaluate the distribution of concrete orders and is not responsible for any project delays or costs resulting from such events. Blalock Ready Mix will not be responsible for any deduction amounts greater than the quoted price of the concrete materials. No back charges are accepted for "second jobs" for cranes, slingers, or pumps. Customer assumes all other deduction liability.

**Unload Time, Standing Time, and Extra Call Back Fees:** Unloading times longer than 5 minutes per cubic yard or additional jobsite standing times may result in additional fees. If more than one call back load is required per order, or if a plant must be reopened beyond normal business hours to provide a call back load, additional fees may apply.

## CREDIT TERMS AND CONDITIONS

- BINDING AGREEMENT**—This Agreement, also referred to "Credit Application", is between Charles Blalock and Sons, Inc., Blalock Lumber Company, LP d/b/a Blalock Ready Mix, Blalock Hardware, Inc., Newport Paving, Inc. d/b/a Newport Paving and Ready Mix, and/or A-1 Block Sales, LLC, hereinafter "Blalock", and the Applicant, also referred to as "Buyer", named on page 1. This Agreement, along with any contract terms, exclusions, sales agreements, purchase orders, quotation terms or conditions, or delivery ticket conditions and releases (collectively referred to as "Terms") represent the entire agreement between Blalock and the Applicant and apply to all transactions. Additional conditions for ready mix and building material sales can be reviewed at [www.blalockcompanies.com](http://www.blalockcompanies.com).
- AUTHORIZATION FOR CREDIT REVIEW**—Applicant hereby authorizes Blalock to obtain any and all information it deems necessary from any and all sources or references listed on this Credit Application and any other credit bureaus as Blalock deems necessary in review of this application.
- PAYMENT TERMS**—Unless otherwise set forth in individual contracts, purchase orders, or sales agreements, the entire balance of all accounts is due by the 10<sup>th</sup> day of the following month. Applicant agrees to finance charges for late payments, assessed at a monthly percentage rate of one and one-half percent (1.5%). Furthermore, Applicant acknowledges that any overdue balance on a Blalock account will result in all Blalock accounts being placed on credit hold. Orders on any overdue account will be shipped only on Cash-On-Delivery (COD) terms at current list pricing. If Applicant should fail to fulfill any of its obligations under this agreement or otherwise defaults, or if Blalock, acting in good faith, deems the prospect of payment under this agreement impaired, Blalock reserves the right to declare any unpaid balance owed by Applicant under this agreement to be immediately due and payable and/or terminate the credit privileges of the Applicant under this agreement, including refusing to sell Applicant additional goods or services until the unpaid balance is paid in full. Should it be necessary to place Applicant's account for collection, suit, or other legal action, Applicant agrees to pay all costs and expenses related to collections and legal proceedings, including reasonable attorney and/or appellate attorney fees. Applicant agrees that any legal action brought for collection of past-due accounts under this agreement shall be brought in a court of competent jurisdiction in Tennessee.
- ACCURACY AND PROVISION OF APPLICANT INFORMATION**—Applicant certifies that any and all information now or hereafter supplied to Blalock by Applicant or at Applicant's request or instruction, is both accurate and complete. Applicant shall promptly notify Blalock of any change in information supplied and any changes to Applicant's business address, mailing address, or other contact information. Applicant agrees to provide Blalock, upon request, information related to bonding companies, general contractors, or property owners for the purposes of serving preliminary notices, payment bond claims, and/or liens.
- AUTHORITY AND LIABILITY**—Applicant certifies that it has the legal authority to enter into this Agreement and that any person signing this Agreement is duly authorized to execute this Agreement on behalf of Applicant. If Applicant, subsequent to this Application, incorporates its business or otherwise changes its status to any other limited liability entity, the owner or

owners of the newly formed entity shall be jointly and severally liable to Blalock for all indebtedness to Blalock existing prior to formation and subsequently incurred.

6. **ADDITIONAL TERMS, CONDITIONS, AND PROVISIONS**—If, whether prior to or subsequent to the entry of this Credit Application, Blalock enters into a contract, written agreement, purchase order, or any other agreement with the Applicant to furnish goods and/or services to or on behalf of the Applicant, as consideration for Blalock extending credit on account to Applicant, all terms and conditions set forth herein shall be deemed to be part of and incorporated by reference into such written agreement. If there is a conflict with terms, conditions, and/or provisions of any written agreement between Blalock and Applicant, the terms within this Credit Application shall prevail and be determinative unless otherwise set forth in writing by a Blalock owner or officer.
7. **DEFAULT AND WAIVER**—The occurrence of any of the following shall constitute a default under this Agreement: (a) Applicant fails to meet obligations of Payment Terms or otherwise violates any other provision of this agreement; (b) Applicant or any guarantor of any indebtedness under this Agreement terminates existence, ceases operations, dies, abandons its business, becomes insolvent, or becomes subject to bankruptcy, receivership, insolvency, or similar proceedings; (c) Any information now or subsequently furnished to Blalock by or on behalf of Applicant is believed in good faith to be incomplete, inaccurate, or otherwise false in material respect; (d) Any collateral provided by Applicant as security for indebtedness is destroyed, damaged, lost, sold, is levied upon, placed in receivership, or otherwise cannot be located or produced by Applicant within five days after demand by Blalock to inspect; (e) Any other event which Blalock, acting in good faith, deems as reason for insecurity of payment or impairment of the prospect of performance by Applicant of any provisions of this agreement. Blalock may, at its discretion and option, permit Applicant to remedy any default under this agreement without waiving the default so remedied or any other prior or subsequent default by Applicant.
8. **PERSONAL GUARANTY**—In consideration of Blalock extending credit for value received, I/we, the undersigned, agree to jointly, severally, and individually, and not only as an agent for the Applicant described hereinabove, personally and unconditionally guarantee the performance of any payment obligations of the Applicant, including all attorney's fees and court costs, elaborated in the terms and conditions hereinabove (notwithstanding any discharge of such obligations pursuant to bankruptcy, insolvency, or other debt relief proceedings), and hereby incorporate by reference, all of the above terms and conditions in any contract, purchase order, or other written agreement with Blalock. I/we the undersigned specifically agree that Blalock may initiate a lawsuit against the undersigned in individual capacity, without joining or contemporaneously suing the entity named as Applicant. This shall constitute a continuing, absolute, and unconditional guaranty unless terminated in writing, via certified mail, received at Blalock offices in Sevierville, Tennessee to the attention of Credit Manager. Termination of this guaranty shall be prospective in effect only, and the guaranty shall remain in effect for any indebtedness incurred prior to the date of termination.