

# General Product Warranty Terms and Conditions

These terms and conditions govern the sale of products ("Products") by Front Range Precast Concrete, Inc. ("Seller"). Unless otherwise agreed to in writing by Seller, acceptance by Customer is limited to these terms and conditions.

**1. Warranty.** (a) Seller hereby warrants any product manufactured by it to be free of defects in material and workmanship for a period of one year from the date of Product delivery. Notice of defect must be given in writing within ten (10) days of discovery of defect, or this warranty shall be null and void. In the event any defect is discovered within the one-year period specified above, Seller, at its option and within thirty (30) days after receiving written notice of defect, will (1) repair the Product or (2) replace Product free of charge or (3) refund the purchase price paid for the Product. NOT WITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE FOREGOING IS THE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY BY SELLER WITH RESPECT TO THE PRODUCT.

(b) Replacement Products shall be warranted as set forth above. Any products repaired or serviced by Seller shall be warranted for the remainder of the warranty period. This warranty shall not apply to any product that shall have been subject to misuse, abuse, accident, disaster, or which has been operated contrary to current instructions relating to maintenance or operations.

**(c) THE FOREGOING WARRANTIES ARE THE SOLE WARRANTIES, EXPRESS OR IMPLIED, GIVEN BY SELLER IN CONNECTION WITH THE PRODUCTS, AND SELLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS WRITING IS THE EXCLUSIVE EVIDENCE OF THE AGREEMENT BETWEEN THE PARTIES. TO THE EXTENT REQUIRED BY LAW, ANY IMPLIED WARRANTY SHALL BE LIMITED IN DURATION TO THE TERM OF ANY EXPRESS WARRANTY CONTAINED HEREIN.**

**(d) Seller assumes no liability for consequential damages, anticipated or lost profits, incidental damages, loss of time, or other losses incurred by Customer or third party in connection with the products.**

**2. Orders.** All orders placed with Seller must be in a signed writing or upon verbal order confirmed in a signed writing. All orders must include price, delivery dates, quantities, and complete description of Products to be purchased.

**3. Prices.** Price quotations, unless otherwise stated, shall automatically expire thirty (30) calendar days from the date issued and may be canceled or amended within that period upon written notice to Customer. Unless otherwise agreed to in writing by Seller, all prices quoted are exclusive of transportation, insurance costs, and applicable use or sales taxes. Upon receipt of delivery instructions, Seller shall provide a separate quotation regarding the transport and delivery of goods.

**4. Taxes.** Customer agrees to pay all applicable sales or use taxes unless Customer has provided Seller with an appropriate exemption resale certificate. Customer agrees to indemnify and hold harmless Seller for any liability for tax (except Seller's net income tax) in connection with the sale.

**5. Delivery.** (a) Customer shall furnish instructions in writing to Seller with regard to the shipment and delivery of the Product and shall state the time and place of such delivery. Said instructions shall include specific directions to the product delivery site. Customer is responsible for providing a safe and accessible delivery site. Products may be unloaded into prepared excavations if safe and accessible to Seller's trucks under their own power. A level, stable, solid parking area is required for crane operation. Damage caused by Seller's vehicles when directed beyond a public roadway shall be the responsibility of Customer. Should delivery be delayed for field preparations, Customer shall incur a waiting period fee at the current hourly rate. Customer shall hold Seller harmless for any delays in product delivery or damages incurred as a result of Customer's failure to provide a safe and accessible delivery site as set forth in this provision.

(b) Risk of loss or damage to the product will pass to Customer upon delivery. Any product damage incurred after off-loading, except that specifically set forth in paragraph 1(a) above, is not warranted by Seller. CUSTOMER IS SOLELY RESPONSIBLE FOR THE INSTALLATION AND PLACEMENT OF PRODUCT. SELLER EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR MISPLACEMENT OF PRODUCT OR INSTALLATION OF PRODUCT BY CUSTOMER NOT IN ACCORDANCE WITH LOCAL, STATE OR FEDERAL GUIDELINES.

(c) The Seller shall not be liable for consequential or incidental damages resulting from any delay or failure to deliver.

**6. Payment.** Payment shall be due upon or prior to delivery unless otherwise agreed to in writing by Seller. All late payments shall be charged interest computed on a daily basis from the due date until paid in full at a rate of 18% per annum or the maximum rate permitted by law, whichever is less.

**7. Limitations of Liability.** Under no circumstances shall the liability of Seller exceed the sum of Customer's payments for the products that are the subject of dispute.

**8. Entire Agreement.** This agreement shall constitute the entire Agreement between the parties and shall not be modified or rescinded, except by a writing signed by the Seller and Customer. The provisions of this agreement supersede all prior oral or written quotations, communications, agreements, and understandings of the parties with regard to the subject matter herein. In accordance with this provision, Seller accepts no responsibility for any loss incurred by reason of any error or omission in Seller's product catalog or other communications.



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