



Payment Terms and Liability Agreement

RETURN TO: ACCOUNTING@FINDLAYMATERIALS.COM

This Agreement is a one-time agreement for the period of the physical year 2025 for all quotes. If there are any changes, this Agreement will be updated and emailed to you immediately. The document will require your signature, and a copy should be kept for your records. The term of this agreement will expire on December 31, 2025.

TERMS

1. **Pay terms are NET 30 Days.**
2. An Interest rate of 1.5% (18% Annually) is subject to be applied to payments made after 45 days of the invoice date.
3. Any Payments exceeding 45 days from the date of invoice are subject to a disruption of service until the account is made current.
4. Price will increase by 10% annually at the beginning of each calendar year starting 1-1-2025.
5. The fuel surcharge will be set based on the National Fuel Price Average for Ultra-Low Sulfur Fuel each Monday (or next business day if Monday is a holiday). You can find this information at www.eia.doe.gov or call 1-202-586-6966. Plus an additional fuel surcharge equal to 1% of the base transportation charge for each .08 cents per gallon (or fraction thereof) increase in the National Fuel Price Average Low Sulfur Diesel Fuel above 608.9 cents per gallon. Findlay Construction Solutions, LLC is following the Fuel Surcharge Terms provided by Pritchett Trucking Inc.
6. The quote may not be honored if not signed and returned within 30 days of the quote date above.
7. Prices are based on a minimum 10-hour workday with regular dump hours from 7 a.m. to 5 p.m. Monday through Friday.
8. The contractor is responsible for ensuring adequate equipment onsite and maintains the site haul road to facilitate the safe and timely dumping and/or loading of materials.
9. The contractor is responsible for any FDOT fines resulting from overloads from Sources with no FDOT-certified scales.
10. We don't guarantee any daily quantities and assume no responsibility or liability from the Contractor or Owner due to the delivery of materials or the lack of delivery to the job site.
11. Any changes in the daily quantities or hours of operation may be subject to a change in the price quoted.
12. If quote includes materials, it's the Contractors responsibility to ensure all materials meet desired specifications before shipment. We can assist with attaining test reports from Sources upon request. However, we cannot guarantee any specifications or moisture contents from the material Sources. Any dispute arising from materials must be handled between the Contractor and Source, for which we take no responsibility.
13. All Tri-Axle jobs, if quoted above, require a (4) hour minimum unless otherwise noted.
14. The contractor agrees to release Findlay Construction Solutions, LLC or any other trucks hired by Findlay Construction Solutions, LLC and its subsidiaries any responsibility that may occur when taking a truck past the curbside. Damage could include but is not limited to the curb and gutter, sidewalk, driveway, grass, sprinkler systems, personal property, or others. In addition, the contractor agrees to indemnify and hold harmless Findlay Construction Solutions, LLC and its affiliate(s) for any damage on the job site.
15. **Force Majeure: Carrier will not be deemed responsible for failure to deliver where such failure results from any cause beyond the carrier's reasonable control.**
16. Contractor will be responsible for Maintenance of Traffic (MOT) for the above project.
17. **An authorized signature is required to validate all quotes.**

Accepted By:

SIGN BY _____ TITLE _____

SIGNATURE _____ DATE _____