

FlyAshDirect

A **w**.Company

TO: Titus County
ATTN: James
DATE: 3/28/14
RE: Fly Ash Rock Quote
FAX:
EMAIL: businessmanager@co.titus.tx.us

of Pages: 2

FlyAshDirect is pleased to provide a quote for **Conditioned Class C fly ash** for the following terms*.

Job Name: Various
Fly Ash Supply Location: Welsh
Tonnage:
Price Per Ton: \$7.00 FOB
Project Term: Various

Notes:

Price quoted good per material availability.

Price quoted will be honored upon acceptance within 30 days.

Thanks for your consideration and please feel free to call or visit our web site at www.flyashdirect.com for information relating to quality and testing analysis, quality control, State certification letters, etc.

Ken Guthrie
C: 214-202-1848
Office: 513.871.9733
Fax: 513.871.1974
Email: kguthrie@wm.com

*Please see "TERMS AND CONDITIONS OF SALE" on next page

4228 Airport Road

Cincinnati, Ohio 45226

FlyAshDirect

A **W**aste Management Company

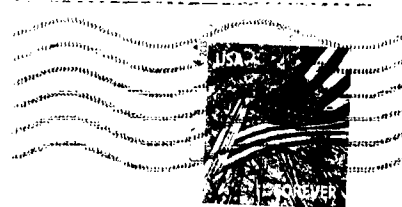
FlyAshDirect Ltd. TERMS AND CONDITIONS OF SALE

BUYER takes PRODUCT subject to these *Terms and Conditions of Sale* incorporated into every sale of PRODUCT made to BUYER by FlyAshDirect, Ltd., a Waste Management Company:

- 1. POSSESSION AND TITLE TO PRODUCT SHALL COMPLETELY TRANSFER TO BUYER UPON TRANSFER TO CARRIER'S VESSEL AT SHIPPING POINT, AT WHICH TIME BUYER ASSUMES ALL RISK OF LOSS AND LIABILITY ASSOCIATED WITH DELIVERY AND SELLER SHALL NOT BE LIABLE TO BUYER FOR ANY LOSS OR DAMAGE TO PERSONS OR PROPERTY.**
- 2. BUYER shall observe all applicable state and federal laws concerning the transportation, handling, storage and use of the PRODUCT.**
- 3. BUYER and CARRIER assume all responsibility for assuring that shipments are within current DOT weight limits, and shall under no circumstances allow a shipment to leave the property where loaded if overweight. SELLER assumes no liability or responsibility for any fines or tickets resulting from shipments which are overweight, unless SELLER's scale weights at the point of loading are proven to be in error.**
- 4. SELLER DOES NOT MAKE ANY WARRANTY, EITHER EXPRESS OR IMPLIED AS TO THE MERCHANTABILITY OR FITNESS OF THE PRODUCT FOR ANY PURPOSE OR AS TO THE QUALITY OR QUANTITY OF THE PRODUCT PRODUCED.**
- 5. BUYER acknowledges that PRODUCT is sold by SELLER "AS IS, WHERE IS and AS PRODUCED" with all faults, and it is BUYER's responsibility to conduct proper testing, prior to use in any particular application, to ensure PRODUCT is suitable for BUYER's particular application.**
- 6. SELLER SHALL NOT BE LIABLE, AND BUYER WAIVES ALL CLAIMS AGAINST SELLER, FOR ANY INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER DUE TO OR ARISING OUT OF FAILURE OF PRODUCT TO PERFORM, BREACH OF CONTRACT, NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER CAUSE OF ACTION OF SELLER. BUYER's exclusive remedy for any cause of action hereunder shall be, at SELLER's election, replacement of PRODUCT, or a claim for damages not to exceed the price of the PRODUCT causing the claim.**
- 7. BUYER shall indemnify, defend and hold SELLER, and SELLER's affiliates, and their respective officers, directors, employees, agents and representatives, harmless from and against any and all losses, claims, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), liability, demands and causes of action of every kind and character, including but not limited to the amounts of judgments, penalties and interest, relating to or arising from bodily injuries to or death of any person, or damage to property (including any contamination of or diminution in value of property), arising from or relating to (i) the PRODUCT sold to BUYER hereunder; or (ii) the BUYER's performance hereof, negligence or willful misconduct or violation of law. This paragraph shall survive any termination hereof.**
- 8. BUYER agrees to be bound by SELLER'S payment terms of net 15 days unless otherwise stated in writing.**
- 9. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio, and venue shall lie in Hamilton County, Ohio**
- 10. The failure of either party at any time to enforce any provision of this Agreement, to exercise its rights under any provision hereof, or to require a certain performance of any provision hereof, shall in no way be construed as a waiver of such provision, nor in any way affect the validity of this Agreement or the right of such party thereafter to enforce each and every provision hereof. No waiver shall ever occur unless first reduced to writing and signed by the party to be charged with the waiver.**
- 11. All technical advice, lab data and/or recommendations of SELLER rendered to BUYER, if any, are intended for use by persons having the appropriate education and skill. SELLER shall not be liable for any use or non-use of such advice and/or recommendations.**

KELI GUTHRIE
FLYASH DIRECT
4328 AIRPORT RD.
CINCINNATI, OH 45226

NORTH TEXAS AIX FBDC
DALLAS TX 750
24 JUN 2014 5:15 L



TITUS COUNTY AUDITOR'S OFFICE
100 W. 1ST ST. STE 202
MT. PLEASANT, TX. 75455

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