

Received 6/11/2015  
CA

To: Titus County Commissioner's Court  
Attn: James Webster  
Date: Jun 11, 2015  
RE: Annual Bid / Fly Ash Rock  
Fax: (903) 572-1467  
Email:



**FlyAshDirect is pleased to provide  
a quote for your project for the  
following terms.**

Customer: Titus County Commissioner's Court  
Tonnage: Various  
Project Location: Titus County  
Project Term: Annual

**FlyAshDirect Source Options**

Primary Source: Welsh Gen. Station-Pittsburgh, TX

Class: Not Applicable

FOB Price: \$ 8.00

Freight Rate: (plus fuel surcharge, if applicable)

Storage:

Alt. Source: Not Applicable

Class: Class F Flyash

FOB Price:

Freight Rate: (plus fuel surcharge, if applicable)

Storage:

**Notes**

Quote is for Fly Ash Rock @  
Welsh plant location.

**Exp. Date :** Pricing is effective for 30 days from issuance of Quote. FlyAshDirect reserves the right to issue a new quote after the 30 day period.

**Taxes:** Material is subject to all state and local taxes unless an exemption certificate is received by FlyAshDirect.

**Carrier:** Third Party freight rates are provided by FlyAshDirect for customer convenience and do not constitute a contractual obligation between customer and FlyAshDirect for delivery. Issues with delivery, demurrage, or other potential damages, etc are the responsibility of the carrier and the customer. The customer is also responsible for any freight rate increases that may occur after the initial quote of material and freight.

**Availability:** Customers are encouraged to qualify backup sources as FlyAshDirect cannot be responsible for outages, truck shortages, or other situations affecting fly ash supply.

Thank you for your consideration. Please feel free to call with any questions. If you would like to accept this quote, please sign below and send back via fax or email. Please visit our website at <http://www.flyashdirect.com> for information relating to quality and testing analysis, quality control, and state certification letters. **Please see "TERMS AND CONDITIONS OF SALE" on next page.**

Ken Guthrie

Phone: (214) 202-1848

Fax:

Email: [kguthrie@wm.com](mailto:kguthrie@wm.com)

[www.FlyAshDirect.com](http://www.FlyAshDirect.com)

Sign and Date here to accept the terms of this quote



**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 SELLERS 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.**