



Phone (501)620-5494

Southwest Division

East Texas Area

Quotation

Company: Titus County
Attn: Estimating

5/16/2018

Location:
Project No:

We propose to furnish you the materials that are described herein for the above project subject to the following terms.

<u>Product #</u>	<u>Est. Quantities</u>	<u>Description</u>	<u>Price Per Ton</u>	
1347		1 3/4 Flex Base	\$15.00	FOB Sawyer

Thank you for the opportunity of quoting you on this project. If you have a questions please feel free to give me a call.

All pricing is FOB the quarry. If you need trucking please call and we will refer.

Vince Tate
District Sales Manager
(501)620-5494

TERMS & CONDITIONS: MARTIN MARIETTA MATERIALS SOUTHWEST LTD.

1. This quotation will be valid for a period of time extending thirty (30) days from the date set forth above. In order to make it a binding agreement, the customer must accept all of its terms by signing and returning a copy to Martin Marietta within that period of time. Any quotation that is not signed and returned within thirty (30) days will lapse.
2. If the terms of this quotation are accepted, it will constitute an agreement under which Martin Marietta will sell the products shown to the Customer, and the Customer will purchase such products from Martin Marietta, for the prices indicated. Above prices are quoted firm through 6/30/2019
3. All products will meet the applicable specifications for the project referenced above or, if no specifications are set forth, the customary plant specifications of Martin Marietta will apply. No other specifications will apply, including those relating to moisture. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
4. All products will be delivered FOB at the particular facility of Martin Marietta indicated above, or as otherwise shown. Deliveries will occur in a manner that conforms to customary industry practice. If the deliveries are to occur at a jobsite, a safe and secure delivery area must be provided by the Customer.
5. The Customer will be responsible for all compaction and other preparatory work required at the jobsite prior to the placement of products shown. Martin Marietta will not be responsible for any problems which arise if such preparatory work is not properly performed.
6. The prices above are based upon the provisions of this quotation and the customary production and delivery practices of Martin Marietta. If the Customer requests action by Martin Marietta that is not customary or included within the provisions of the quotation, Martin Marietta will attempt to accommodate the request, subject to the following:
 - A. If the Customer requests delivery FOB at the jobsite in trucks or trailers that are different from customary tractors with end dump trailers, Martin Marietta will attempt to comply with such request and will add the then standard prices of Martin Marietta for such trucks or trailers to the purchase price.
 - B. If the Customer requests deliveries of products on weekends or holidays, Martin Marietta will attempt to comply with such request, subject to sufficient advance notice and a prior agreement with the Customer regarding additional charges for such services that will be added to the purchase price.
7. All deliveries are based on 20 ton minimum loads and Martin Marietta may add to the prices shown any fuel surcharges that may be imposed by third parties in connection with any shipment of the products shown or any materials that are used in the production thereof or any other recuperative charges that are then applied by Martin Marietta to all similar sales.
8. The creditworthiness of the Customer must be approved by Martin Marietta prior to the delivery of any products. If credit is approved, all payments will be made in accordance with the then applicable credit policies of Martin Marietta, and if not so made, the agreement that is contemplated herein may be terminated by Martin Marietta immediately.

Martin Marietta terms for payment are NET 30, any exceptions to these terms must be approved by Martin Marietta in writing.
9. All deliveries of products are subject to delays that may be experienced by Martin Marietta in connection with adverse weather conditions, strikes, war, governmental or court action, mechanical failures, inventory shortages, rail or truck transportation, and other similar events.
10. The Customer will be responsible for any taxes owed as a result of the sale of products hereunder unless the Customer provides Martin Marietta with a valid tax exemption certificate or other documentation properly indicating that such taxes should not be collected.
11. These terms shall control the sale and purchase products shown and when this quotation is fully signed, will constitute the entire agreement. They may not be modified or altered in any way unless expressly approved in writing by an authorized representative of Martin Marietta. Any acceptance by the Customer that changes/adds to these terms will not be effective.

Martin Marietta
Po Box 250
Sawyer, OK 74756



TULSA OK 740

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Auditor's Office
MAY 24 2018
Receiver

Titus County Auditor's Office
100 W 1st St., Ste. 106
Mt. Pleasant, TX 75455

75455-444791



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