

Environmental Concrete & Materials

NEW COMPANY INFO SHEET

BUSINESS CONTACT INFORMATION

Title	
Company name	
Phone Fax	
E-mail for Invoices	
Registered company address City, State ZIP Code	
Cell Phone	

BUSINESS/TRADE REFERENCES

Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account		Other	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account		Other	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account		Other	

AGREEMENT

1. All invoices are to be paid 30 days from the date of the invoice/ 1% Discount paid in 15 days from invoice date
2. Claims arising from invoices must be made within seven working days.
3. By submitting this application, you authorize Environmental Concrete & Materials to make inquiries into business/trade references that you have supplied.

SIGNATURES

Signature		Signature	
Name and Title		Name and Title	
Date		Date	

Please email to brooke@envcm.com or fax 1-844-273-4259

Environmental Concrete and Materials, LLC

TERMS & CONDITIONS OF SALE

The following represent material terms and conditions of the Contract for Sale of Goods between Environmental Concrete and Materials LLC (herein "ECM" or "Seller") and the person, entity, and/or business (herein the "Buyer") seeking to purchase certain goods and/or materials offered for sale by ECM, including without limitation the aggregates, sand and/or other goods further described on the other side of this document/ticket (herein individually and collectively referred to as "Aggregate Materials", "goods" or "materials"). These terms and conditions can only be changed, modified and/or waived upon advance written request to ECM, which may, or may not, be grant or withheld in ECM's sole and absolute discretion, whether exercised reasonably or otherwise.

INTERGRATION. The Seller's personnel/agents may from time to time make, or have made, oral statements about the Aggregate Materials as described in, or subject to, this Agreement. Such statements do not constitute warranties, shall not be relied on by Buyer, and are not part of the contract for sale. Rather, the entire agreement is embodied within this Agreement and it constitutes the final expression of the parties' agreement, and as such, is a complete and exclusive statement of the terms of that agreement.

INTERGRATION. The Seller's personnel/agents may from time to time make, or have made, oral statements about the Aggregate Materials as described in, or subject to, this Agreement. Such statements do not constitute warranties, shall not be relied on by Buyer, and are not part of the contract for sale. Rather, the entire agreement is embodied within this Agreement and it constitutes the final expression of the parties' agreement, and as such, is a complete and exclusive statement of the terms of that agreement.

INSPECTION AND WAIVER OF DEFECTS. Prior to entering into this agreement, Buyer acknowledges having the reasonable opportunity to examine the Aggregate Materials, goods, materials samples or model as fully and completely as desired and there for accept, without limitation, reservation or qualification, the risk of defects which such examination revealed, or should have revealed.

EXCLUSIVE AND LIMITED REMEDY. Buyer's sole and exclusive remedy against the Seller shall be limited to the replacement of the claimed defective or unacceptable good, but only to the extent, if at all, so authorized by the Seller upon such conditions as are acceptable to Seller. The Buyer agrees that no other remedy (including, but not limited to, incidental or consequential damages for lost profits, lost sales, additional labor and repair/replacements costs or other financial costs/damages, injury to person or property, any and all remedial actions, or any other incidental or consequential loss of expenses, including expert, accountant, attorney and for other professional fees) shall be available to Buyer. Moreover, as an inducement for the Seller to enter into this contemplated transaction, Buyer represents and warrants that the forgoing limitation of remedy provides at least a minimum adequate remedy, a fair quantum of remedy for any alleged breach, and does not cause the contract for the sale of these goods to fail of its essential purpose.

counter-claim, defense, implead, interplead, or motion against the Seller, or adverse to Seller's interests, in any arbitration, court or other dispute resolution forum, whether judicial, administrative, civil, private, arbitration, mediation, or otherwise, as relating to, or arising from this Agreement, and/or the rights and duties created herein under, and/or arising here from, regardless of how proximate or remote: 3) Buyer shall not use, or allow the use of the good and/or materials purchased from ECM in any improper manner, or In any manner under which any adverse result or outcome could possibly arise, regardless of Whether consistent with Industry custom or usage, or otherwise: 4) Buyer's operations and activities are, in part, subject to, and governed by certain rules, guidelines, recommendations and/or regulations promulgated or adopted by the Florida State Department of Transportation, as well as the Federal Motor Carrier Safety Administration, Occupational Safety and Health, Bid/or ECM, and that Buyer represents it/he/she is aware of and understands may be imposed by and under such governmental agencies, ECM and other authorities, and further stipulates and unconditionally agrees to strictly, always and absolutely comply with each and every such rule, regulation, guideline and recommendation, including without limitation, the hiring of drivers, vehicle inspections and maintenance, hours of service & operation, weight limitations, load security; traffic laws, posted signs and speed limit; and 5) Buyer shall unconditionally and forever, protect, defend, indemnify and hold harmless ECM and every individual, agent, Insurer, officer, director, employee, shareholder, and/or entity arising under, associated with, and/or claiming through ECM, and its affiliates, successors, and assigns, regardless of fault, comparative or contributory negligence, for any and all past, present, and future liability, damage, demand, claim; personal, bodily, business, litigation and/or adverse economic circumstances, notwithstanding how proximate, remote and/or in fact, the cause, or whether subjectively or objectively known or unknown, ripe or inchoate, from the date of the corresponding sale transaction to the end of the world. The Buyer and ECM irrevocable stipulate, covenant and agree that the first \$1.00 of any sale/account balance due and paid to ECM shall constitute separate, independent and adequate legal consideration supporting ECM's right to be indemnified and held harmless, regardless of ECM's negligence or fault, in accordance with the terms and conditions set forth herein, or arising from agreement.

ASSUMPTION OF THE RISK. Buyer affirmatively and without condition or qualification warrants, covenants and stipulates that he/she/it is aware of the possible known and unknown but later discovered, adverse medical physical and mental problems, including without limitation, silicosis, bronchitis, lung cancer, other cancers, emphysema, other disorders/illnesses, future birth defects, personal injuries/illnesses, disabilities and/or death, that can arise from contacting, or being within the possible contact area where rock/minerals are being mined, processed, manufactured, stored and sold, like at ECM's on going mining operations and aggregate manufacturing facilities (herein individually and collectively referred to as the "Risks"). Buyer further Irrevocably stipulates and agrees that his/her/its consent, acceptance, and assumption the Risks is provided as a material inducement for ECM to grant Buyer the right to enter upon the lands owned, controlled and/or occupied by ECM, and, but for the Buyer's aforesaid consent, acceptance, and assumption the Risks, ECM would not have granted Buyer such rights and/or consummated the underlying sale of Goods, Materials and/or Aggregates, Materials.