THERMAL
SPECIALTIES
6314 East 15th Street
Tulsa, OK 74112
T 918.836.4800 • F 918.836.6624
thermalspecialties.com

Hawkeye Custom Concrete, LLC

(a subsidiary of Thermal Specialties, LLC)

Terms & Conditions of Sale

The foregoing proposal by Hawkeye Custom Concrete, LLC, hereafter referred to as HCC, a subsidiary of Thermal Specialties, LLC., also a corporation, is subject to the following terms and conditions of sale unless otherwise stated in the proposal.

No agent or representative is authorized to alter the conditions, except in writing duly signed by an officer of HCC or Thermal.

General Terms

Unless specifically called out in the quotation, our proposal excludes re-grades, leveling, repairs, contaminant removal, additional colors, custom color blends, logos and graphics, acclimatization, fixture removal, and hazardous materials remediation. Client must provide on-site access to fresh water, electricity, material storage, and equipment storage. HCC must have exclusive access to work areas during install period. Damage or work delays caused by HCC's customer, its clients, or its contractors during the installation are not the responsibility of HCC. Time-to-completion cannot be guaranteed due to weather, prep requirements, unforeseen conditions or considerations.

Prices & Terms

All prices are subject to change without notice. Terms are 30 days net subject to approved credit.
Change-orders must be submitted in writing by the customer and approved by HCC.
Any order valued at $50,000 or more shall be subject to progress payment terms**:

- 50% of the total purchase price upon receipt of purchase order (Before work begins)
- 25% due after 14 calendar days from project start date.
- Balance is due upon completion.

**Note: On larger or extended delivery orders invoices will be submitted monthly for labor and/or material expended and will be due as submitted, total not to exceed 90% of total contract due before shipment.

A signed purchase order constitutes acceptance of, and does not replace these terms and conditions of sale.

Any order originating outside the contiguous United States, Alaska, Hawaii or Canada shall be subject to an Irrevocable Letter of Credit, in English, confirmed by a U.S. Bank or sight draft. If, at Purchaser's option, completion of manufacturing is delayed beyond 180 days after receipt of an order, starting on that date a price escalation of 1% per month of the gross order amount will apply. Further, if at the Purchaser's option, shipment of an order is delayed more than ten days after completion of manufacturing, Purchaser will be invoiced at that date and will be responsible for any storage costs involved. The Company reserves the right to ship equipment and invoice for same even though minor components are backordered, if the missing items are late due to circumstances beyond the Company's control and said components will not prohibit initial installation work by the Purchaser. A finance charge at a rate of 2% per month (annual percentage of 24%) or the maximum allowable rate, whichever is less will be added to unpaid invoices over 60 days old, said interest shall relate back and commence from date of invoice.

A signed purchase order constitutes acceptance of, and does not subrogate the attached terms and conditions of sale.

Acceptance

The proposal is void at HCC's option unless accepted within 30 days of the dated submitted hereof. All previous agreements, understanding and quotation are superseded by this proposal and no modification hereof shall be binding unless duly accepted in writing by the purchaser and approved by HCC.

Delivery / Force Majeure

Delivery of product shall be made FOB shipping point unless otherwise expressly indicated on the Purchase Order. Manufacture, shipment or delivery will be subject to any prohibition, restriction or regulation imposed by the Federal or any State government or any subdivision or agency thereof and Seller shall not be liable for any delay or failure to perform, in whole or in part, caused by any

such prohibition, restriction or regulation, or by fires, floods, strikes, work stoppages, accidents, casualties, inability to procure supplies and raw materials, delays in transportation, shortage of cars or other force majeure causes beyond Seller's control. If delivery of any special items is delayed by Buyer for more than 30 days after completion, Seller may invoice for such items and hold for Buyer's disposition for a reasonable period of time.

Shipping Dates
All dates fixed for shipment, delivery and installation as set forth herein are made in good faith and HCC will use all reasonable diligence to ensure adherence to these promises, but HCC shall not be liable for damage or loss due to delay.

Duty, Taxes, Permits and Bonds
Any federal, state, local, or import duty or tax arising out of either sale, manufacture or installation of the equipment or performance of the contract is not included in the quoted price, and where necessary will be made an additional charge, to be paid by the customer.

All building and erection licenses and permits, if necessary, shall be applied for and paid for by the customer, and should HCC be required to furnish any bond or bonds on the within contract, the cost therefore shall be added to the quoted price.

Liability & Indemnity
HCC shall not be liable for loss, damage, or delays to work caused by defective material or workmanship, transportation, accident, fire, strike, civil, or military commotion or riot, war, labor troubles, act of God or any other cause beyond HCC's control. Purchaser further agrees that in no event, shall seller on any claim of any kind have any liability for loss of use, loss of profits or for any indirect, incidental, or consequential damages. Nothing in these Terms and Conditions shall be constructed to limit in any way the rights and remedies available under the Uniform Commercial Code.

Upon order acceptance, except to the extent that an injury or damage to person or property is due to the negligence of HCC, Purchaser shall indemnify, defend and hold HCC, its officers, employees, agents and representatives, harmless from liabilities, losses, damages, claims, suits, costs or expenses, including reasonable attorney's fees, arising out of or in connection with performance of work hereunder or any act or omission of HCC, its employees, subcontractors or agents to the extent its insurance applies.

Environmental Test
Purchaser is to pay for any and all environmental test that may be deemed necessary by purchaser or any other authority, whether state, city or Federal.

Use of Specifications and Drawings
In all cases where this proposal includes drawing reference, a copy of the approved drawing or drawings signed by the Purchaser must accompany the order. Changes to the approved drawing or drawings will be made by written change order and agreed to by both the Purchaser and HCC.

The design described in this proposal and shown on our drawings is the exclusive property of HCC and is submitted with the understanding that it is strictly confidential and is subject to recall at any time. If used, disclosed, reproduced or copied in whole or in part without our written consent, or used in anyway prejudicial to the interest of this company, the Purchaser will be subject to a service and engineering charge of 5% of the amount of this proposal.

All drawings, specifications, and engineering data pertinent to this proposal shall become the property of the Purchaser upon payment in full of the agreed contract price.

Change Orders & Cancellations
-Returns - Customer pays for return freight and any other charges related to the return of a special order along with a restocking fee.
This provision **only applies if** the manufacturer will accept a return.
-Restocking fee will vary base on the manufacturer's restocking fee.
-Fabricated items are non-returnable and non-refundable.

Damage in Transit
HCC's responsibility ceases upon delivery of material in good order to common carrier at point of shipment. The Purchaser is to check incoming shipment upon arrival and to file claims with the carrier's agent for shortages or in-transit damages.

Use or Misuse
HCC is not liable for damages resulting from the use or misuse of the finished product.

Insurance
HCC will comply with Workers Compensation or Employer's Liability laws that apply to our operations under this proposal; and upon request we will furnish certificates from out carrier evidencing the type of public liability and property damage insurance and limits or polices carried.

Warranties
HCC will repair or replace FOB Tulsa, Oklahoma, equipment in which effects either in workmanship or materials, have developed under proper and normal use during the period of one (1) year after date of delivery of completion of installation, if performed by HCC. HCC is not responsible for failures caused by, but not limited to substrate movement; failure of substrate; water vapor or other emissions through your slab; efflorescence; mineral and/or crystalline deposits; abuse; lack of maintenance; chemical attack; excessive heat; extended submersion in water or other fluids; or physical damage. Additionally, crack repairs and fills cannot be warranted since independent movement of the substrate is common and could cause the repair to fail as a result. No warranties are expressed or implied regarding color, color matches, or aesthetic compatibility with your designs.

Orders are accepted and approved in Tulsa, Oklahoma.

Aesthetic Considerations
As a result of numerous environmental and system factors, cementitious products are subject to significant variations in finish and color, which should be expected. Additionally, epoxy and other high-gloss sealers and coatings, combined with certain lighting conditions can make embedded debris, variations in level, and other minor imperfections more visible. Debris in sealers and coatings, which can include, but is not necessarily limited to sand, drywall fragments, insects, feathers, hair, dust, lint, leaves, grass, and rodent or animal tracks, is a normal occurrence and should be expected. Every square foot of every job we have ever examined or performed has some encapsulated debris in the seal coat. Most of the time it is not visible or noticeable to the naked eye. However, high gloss products make these more noticeable. Unless otherwise noted, this bid does not include removal of debris which is smaller than 1/8" in diameter, or which is not a direct result of a failure on our part, or which was caused by you or your representatives or your facility. Additionally, high gloss coatings can make bubbles more visible. In most cases, bubbles are too small to see or virtually disappear upon curing. HCC will work diligently to prevent these and to remove them before the coating sets, but there is no method for perfect results. When bubbles are larger than 1/4" in diameter and result in an absence of coating, HCC will repair / refill these on a spot basis. All remediation to resolve the aforementioned issues for either structural or aesthetic reasons will be done on a spot basis and repairs will be slightly noticeable.