

## **Miller Concrete Standard Terms & Conditions**

1. Miller warrants that it will provide concrete that meets the Customer's specifications as described in this quotation. If no specifications are provided, Miller will comply with CSA A23-1/2.
2. Miller does not warrant concrete or concrete products to be fit for a particular purpose or application, or for a particular finished work in which the product is used. Further, Miller provides no warranty where any product has been subjected to misuse or neglect. Miller is not responsible for and shall accept no liability whatsoever for defects in hardened concrete caused by anything beyond its control, including but not limited to improper placing, consolidation, finishing or curing, inadequate air drying time, improper exposure to the elements, exposure to non-traditional or improper de-icers and other chemicals, or improper application techniques.
3. All price quotations are strictly subject to the Customer's credit approval on terms satisfactory to Miller. Terms of payment are net 30 days from date of invoice, with interest payable on overdue accounts at the rate of 2.2% per month or any part thereof.
4. All price quotations are valid for a period of 30 days from the date quoted.
5. All quotes are made on the basis of a minimum load of 5 cubic meters. Prices for partial loads will be at higher rates.
6. All quotes are based on regular delivery hours of 6:00 a.m. to 6:00 p.m., Monday through Friday. Deliveries outside of regular delivery hours or on holidays may not be available or will be at higher rates. Prices for deliveries that are initiated or finished outside of regular delivery hours will be at higher rates. All prices are quoted based on prompt unloading of trucks. If a truck is delayed at a job site in excess of 60 minutes, additional fees calculated at a rate of \$2.00 per minute will be charged to the Customer.
7. All quotes are subject to the Customer ensuring suitable access and roadways to the point of delivery. If, in Miller's opinion, access to the site is not suitable, Miller reserves the right to stop deliveries with no liability to Miller until proper roadways are provided for its trucks. Further, Miller assumes no liability or responsibility whatsoever for any damage to sidewalks, driveways, curbs or any other property occasioned as a result of the Customer requesting Miller to deliver concrete beyond the curb line. The Customer hereby agrees to indemnify and hold Miller harmless against any liability, loss, expense or damages incurred as a result of a request for delivery beyond the curb line. Further, the Customer has sole responsibility for the removal and cleanup of any dirt, soil, concrete, etc. tracked on to streets or third party property resulting from the delivery.
8. Owners and contractors have the responsibility to ensure that all work places on job sites operate in a manner that complies with Occupational Health & Safety Act R.S.O 1990, c.O.1 and Regulations. The Customer agrees that all deliveries by Miller will be made under the terms of the Job Safe policy developed by the Ready Mixed Concrete Association and the Ministry of Labour. A copy of the Job Safe Policy is available at [www.millergroup.ca](http://www.millergroup.ca) or upon request from Miller.
9. Miller shall not be responsible for any delays, postponements or failures to deliver resulting from weather, fires, natural disasters, failure of transportation equipment or facilities, strikes, accidents, other parties' negligence or error, or any reason or cause beyond the control of Miller.
10. Disputes shall be submitted to binding arbitration, where the following conditions must be met before proceeding: (1) a dispute between the parties must exist; (2) the parties must agree to refer the dispute for a decision to a single arbitrator, who will be mutually acceptable to both parties; (3) the parties must agree to be bound by the award of the arbitrator. Where both parties may not agree, the appropriate judicial tribunal may be used.
11. The agreement between the Customer and Miller shall be construed and enforced in accordance with laws of the Province of Ontario and the laws of Canada, applicable therein.