



A CRH COMPANY

Material Quotation

Main Office

1320 Arrow Point Dr Suite 600 , Cedar Park , TX 78613
Phone: 512-861-7100

Customer Number:	241350	Quote Number:	Q-185207
Customer Name:	Burnet County	Quote Date:	7/7/2025
Customer Address:	220 S Pierce St Burnet TX, 78611	Quote Acceptance by:	8/5/2025
Contact Name:		Price Valid Through:	12/31/2025
Contact Phone:		Project Name:	Burnet County Base Donation
Contact Email:		Project Address:	, 78611
		Customer PO #:	

Quoted By:	Hedieh Evans	(512)-660-4437	hedieh.evans@texasmaterials.com
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Product Code	Product Description	Location	QTY	Material Price	Total Unit Price
032489	Commercial Flex Base	00125 Marble Falls	5000 TON	\$0.00	\$0.00
TOTAL:					\$0.00

Additional Notes:

Terms and Conditions:

- 1. This Quote will be valid through Price validation date. This Quote shall be deemed accepted by Customer when signed or when Material is delivered to Customer. If the Quote is not accepted within 30 days, the Quote will not be valid and a new quote must be reissued.
 - 2. The prices shown are based upon the customary production and delivery practices of TMG, including delivery during normal business hours. For deliveries outside of normal business hours, an operating charge of \$125 per hour, minimum of 4 hours, can be assessed by TMG, which will be in addition to any other costs incurred.
 - 3. So long as the creditworthiness of the Customer is approved by TMG, and or is approved for the project, TMG will invoice the Customer regularly for the Material delivered hereunder. Payment will be due 30 days following the date of the invoice. Failure of make payments as required may result in the cessation of deliveries and interest charges not to exceed the highest rate allowed by law.
 - 4. Taxes and fuel surcharges are NOT shown on this Quote but will be added to each invoice as applicable. If purchases by the Customer for the project are tax exempt, a valid tax exemption certificate or other appropriate documentation must be provided to TMG before deliveries are made indicating that sales taxes do not apply, and Customer is responsible for the accuracy of the same. Sales tax will be charged unless there is a valid tax-exempt certificate on file at our office.
 - 5. All sales will be F.O.B. at the TMG facility named above with the Customer being solely responsible for arranging and paying for all aspects of transporting the Material from the TMG facility to its destination, unless otherwise specified. Under no circumstances shall TMG be responsible for the acts, omissions, or failures of any transportation provider. Tax exempt certificates for each company must be sent by mail or faxed directly to the "Billing Department".
 - 6. Any delivered pricing is provided as a convenience to the customer and TMG does not guarantee any pricing related to transportation services, unless otherwise specified in the Quote above. Any changes in transportation charges will be passed along to the Customer.
 - 7. TMG will not be liable for acts or omissions of any transportation service providers, nor for delays in the production or delivery of Materials arising from events or conditions beyond TMG's reasonable control, including without limit weather, equipment failures, inventory shortages, failures in rail or truck transportation, acts of God, acts of government, changes in laws, and public or private threats.
 - 8. Customer will provide, as required by law, all information and warnings contained in the applicable Material Safety Data Sheets, MSHA and OSHA standards.
 - 9. For materials delivered by railcar, a railcar cleaning fee of \$40 per car can be assessed for cars not cleaned when returned (TMG Equipment) or when cleaning is required by Customer prior to loading (Customer Equipment).
- Due to the implications of COVID-19 on Texas Materials, performance may be delayed. Texas Materials agrees to timely notify Contractor of COVID-19 related delays and when such delays have been rectified.

Accepted By:

Print Name:_____

Signature:_____

Title:_____

Date:_____

Texas Materials

Print Name:_____

Signature:_____

Title:_____

Date:_____

STANDARD TERMS AND CONDITIONS – MATERIAL SALES

1. **Applicability.** The accompanying quotation/confirmation of sale/invoice and these terms (collectively, the “**Order**”) comprise the entire agreement between the parties, and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations and warranties. These terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms.
2. **Payment.** Payment terms are net 30 days from date of purchase or sooner as may be required by applicable law. Late payments shall accrue a finance charge of one and one-half percent (1½%) per month or the highest rate allowable by law, whichever is less. Seller shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, arising out of Buyer's failure to make all payments due under this Order in a timely manner.
3. **Taxes.** Buyer is responsible for payment of all taxes and duties of any nature whatsoever, including any local, state and federal taxes. Buyer agrees to indemnify and hold Seller harmless from any and all costs and expenses associated with any levy or attempted levy of any such taxes on Seller.
4. **Suspension; Termination.** In addition to any other remedies available to Seller, Seller may suspend or terminate this Order with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Order (or any other agreement Buyer has with Seller); (ii) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Buyer has with Seller); (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) exhibits other adverse credit conditions that are unsatisfactory to Seller, as determined by Seller in its sole discretion.
5. **Shipment; Delivery Conditions.** Unless otherwise agreed in writing, all materials purchased by Buyer shall be FOB Seller's plant sourcing the Order. If FOB Destination, the Buyer agrees to provide suitable roadways or approaches to points of delivery. Seller reserves the right to cease deliveries if Seller concludes, in its sole opinion, that the roadways or approaches are unsatisfactory. In the event Buyer orders delivery beyond curb line, Buyer assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are based on prompt unloading of trucks, and in case repeated delays in unloading, deliveries may be discontinued until conditions are corrected. Delays of more than 20 minutes are subject to an additional charge.
6. **Title and Risk of Loss.** Title and risk of loss passes to Buyer at the time the materials are loaded into Buyer's, or Buyer's agents', vehicles, barges or other modes of transport, in the case of FOB Plant sales, or in the case of Seller's delivery, upon delivery of the Materials at Buyer's location.
7. **Warranty.** Seller warrants that the goods herein will conform to the specifications provided to Seller prior to manufacture or shipment of the materials. Seller's obligation to meet the applicable specifications supersedes any and all other warranties. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. Buyer shall verify that Seller's materials comply with the plans and specifications prior to installation. Changes to the plans and specifications shall be made by written change order and Seller shall be entitled to an equitable price adjustment for such changes. The express limited warranty set forth herein shall be void if Buyer fails to pay Seller in full for the materials provided by Seller pursuant to this Order.
8. **Time.** If Seller agrees to deliver the goods, Seller shall make reasonable efforts to deliver the goods by the specified delivery date and shall provide notice to Buyer of any expected delays in delivery. Seller is not responsible for failure to supply materials due to labor disputes, repairs to machinery, fire, flood, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce materials meeting any applicable specification or requirement. In the event any such contingency should occur; Seller reserves the right to determine the order of priority of delivering to its purchasers.
9. **Modification.** No amendment or modification of this Order shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Order.
10. **No Waiver.** The failure of Seller to exercise any right granted hereunder shall not impair or waive Seller's privilege of exercising such right to any subsequent time or times.
11. **Damages.** Seller's liability for any and all damages related to this Order shall be limited to replacement of materials sold hereunder. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS ORDER.**
12. **Indemnity.** To the maximum extent permitted by applicable law, Buyer shall defend, indemnify and hold Seller, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, expenses (including attorneys' fees), claims, suits, liabilities, fines and remedial or clean-up costs arising out of or in any way related to: (i) Buyer's breach of this Agreement; (ii) any act or omission by or on behalf of Buyer, its employees, and agents; or (iii) the negligent or alleged wrongful installation of Seller's materials.
13. **Applicable Law.** This Order, and the rights, duties, obligations and remedies of the parties shall be governed by or construed in accordance with the laws of the state of Seller's plant sourcing the Order.
14. **Miscellaneous.** (A) Buyer shall be responsible for testing the materials and confirming that the materials comply with Buyer's specifications at Seller's facility prior to directing shipment. (B) Unless otherwise stated in this Agreement or the quote provided herewith, prices quoted shall be good for a period of thirty days. (C) Prices are based upon estimated quantities. If quantities vary more than ten percent (10%) from estimated quantities, prices are subject to adjustment corresponding with any resulting increase in Seller's costs. (D) All funds paid to Buyer from a third party, for the materials or any portion of the materials sold to Buyer hereunder shall be deemed in trust for the payment of all materials, and such funds shall not become the property of Buyer nor may any portion of such funds be used by Buyer for any purpose, until full payment is made for all materials sold by Seller to Buyer hereunder. (E) For a copy of Safety Data Sheets or product label information, please contact Seller at the phone number or address set forth on the attached page for alternate delivery method or visit Seller's website. Buyer agrees to draw to the attention of any persons handling or using the materials or having

access to the materials while in Buyer's possession or to whom Buyer sells the materials or any part thereof any warning, information of suggestions which are contained or referred to in the Safety Data Sheets or label information, or any other literature or packaging relating to the materials.

15. **MANDATORY BINDING ARBITRATION:** ALL CLAIMS AND CONTROVERSIES ARISING OUT OF OR RELATED TO THIS ORDER, INCLUDING CLAIMS INVOLVING ANY SURETIES, SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE OF SELLER'S SOURCE PLANT FOR THE ORDER. THE AMERICAN ARBITRATION ASSOCIATION ("AAA") SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THIS ORDER, THE PARTIES HEREBY AGREE: THAT THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA'S OPTIONAL APPELLATE ARBITRATION RULES ("APPELLATE RULES"); THAT THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR(S) SHALL, AT A MINIMUM, BE A REASONED AWARD; AND THAT THE UNDERLYING AWARD SHALL NOT BE CONSIDERED FINAL UNTIL AFTER THE TIME FOR FILING THE NOTICE OF APPEAL PURSUANT TO THE APPELLATE RULES HAS EXPIRED. APPEALS MUST BE INITIATED WITHIN THIRTY (30) DAYS OF RECEIPT OF AN UNDERLYING AWARD, AS DEFINED BY RULE A-3 OF THE APPELLATE RULES, BY FILING A NOTICE OF APPEAL WITH ANY AAA OFFICE. FOLLOWING THE APPEAL PROCESS THE DECISION RENDERED BY THE APPEAL TRIBUNAL MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.