



# QUOTE

DATE: January 7, 2026

CUSTOMER INFORMATION	
Quote Number	SF-007469
Price Effective Date:	01-07-2026
Price Expiration Date:	12-31-2026
Company:	LORAIN UTILITIES DEPT.
Contact:	BRIAN M DULL
Primary Phone:	440-204-2578
Job Name:	W 1ST YARD 2026
Bill to Address:	1106 West 1st Street, Lorain, Ohio, 44052
Ship to Address:	1106 West 1st Street, Lorain, OH, 44052

CARMEUSE CONTACT INFORMATION	
Sales Rep:	Paul Paquette
Email:	paul.paquette@carmeuse.com
Mobile Phone:	(440) 840-6324
Pricing Type:	FOB W/ Freight
To Place an Order: OH Dispatch	1-440-639-9046
To Place an Order: PA Dispatch	1-814-480-8556
Email all PO's and tax exempt certificates to: paul.paquette@carmeuse.com	
Truck Fuel Surcharge:	Variable

SITE	MATERIAL DESCRIPTION	PRODUCT CODE	ESTIMATED TONS	PICKUP PRICE PER TON	FREIGHT PRICE PER TON	TOTAL PRICE
Lorain	#304 CAL	11668	200	\$18.25	\$3.25	\$21.50
Lorain	#57 CAL	11617	200	\$24.00	\$3.25	\$27.25
Lorain	#8 CAL	11620	200	\$24.00	\$3.25	\$27.25

These rates are based on 200 tons of each variety of stone (stone price)  
And total price with delivery.

## QUOTATION TERMS

All quotes are subject to credit review and approval, payment terms are Net 30 days.  
Quotes are good for 30 days from the issue date (unless agreed to otherwise in bid) and require a signature.  
Quoted pricing is based on availability of material at the time the order is received.  
All truck rates are quoted as a 20-ton truckload. Less than 20 tons will be billed at a minimum.  
All prices are subject to change with 30 days' written notice.  
All quantities are in net tons (2,000 lbs) and currency in USD.  
All taxes are extra and will be collected until an exemption certificate is received.  
All purchase orders and tax-exempt forms must be emailed to [aggregate@carmeuse.com](mailto:aggregate@carmeuse.com).

The prices listed above do not include any applicable fuel surcharge. This is an additional charge figured at:

<p>* EFFECTIVE 6/13/22: A MONTHLY FUEL SURCHARGE MAY APPLY FOR THE TRUCK DELIVERY RATE ON +\$4.50 PER GALLON DIESEL PRICE OBTAINED FROM EIA, MIDWEST: <a href="https://www.eia.gov/petroleum/gasdiesel/">https://www.eia.gov/petroleum/gasdiesel/</a> FSC will be set monthly and based on the prior month's average. &gt; \$4.50 / GALLON ADD 5% FSC TO TRUCK RATE &gt; \$5.00 / GALLON ADD 10% FSC TO TRUCK RATE &gt; \$5.50 / GALLON ADD 15% FSC TO TRUCK RATE ADDITIONAL 5% INCREASE PER \$0.50 GALLON INCREASE ON DIESEL</p>
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Enclosed are the Terms and Conditions of Sale.

**\*IN NO EVENT SHALL CARMEUSE BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE PRODUCT OR CARMEUSE'S OBLIGATIONS HEREUNDER. All sales are expressly contingent upon this limitation of liability. To the extent any purchase order contains terms or conditions in addition to or contrary to such limitation, then such terms or conditions are objected to, null and void, and will not form a part of the parties' contract.**

In order to proceed please sign below and return to Sales Admin.

\_\_\_\_\_  
Print Name:

*Thank you For Your Business!*

## **CARMEUSE TERMS & CONDITIONS OF SALE**

**Orders and Acceptance.** All Purchase Orders ("Orders") and quotations are subject to acceptance by Carmeuse Industrial Sales ("Carmeuse"). Unless otherwise stated, all sales transactions are expressly limited to the terms and conditions set forth and below. All terms and conditions (including but not limited to additional and/or different terms and conditions) contained in any of Buyer's purchase orders or other documents submitted by Buyer are EXPRESSLY rejected. No waiver of these terms and conditions or acceptance of other terms and conditions shall be construed from Carmeuse's failure to object to the same. All sales are final. Goods cannot be returned without Carmeuse's prior written consent.

**Quotations and Published Prices.** All written quotations shall automatically expire on the expiration date listed on the quotation, but in no event later than thirty (30) days after issuance, and are subject to withdrawal by notice within that period. Carmeuse, at its sole option, may extend the effective date of written quotations up to six month. Oral quotations shall expire in thirty (30) days. All quote prices for material sole by Carmeuse pursuant to any Purchase Order ("Material") are F.O.B. stated shipping point, unless otherwise specified. Transportation shall be by means that are commercially reasonable and customary and at the Buyer's expense. Delivered prices are based on transportation prices available to Carmeuse at time of quotation and assume that trucks are able to discharge their loads at the delivery site in a reasonable time. If unloading delays occur, additional charges may apply. Any charges at destination or spotting, switching, handling, storage and other services and demurrage, shall be for Buyer's account. Pricing of aggregate assumes normal residual moisture content, including free moisture in the case of washed Materials. Prices shown on published price lists and other literature issued by Carmeuse do not represent unconditional offers to sell, and are subject to change without notice.

**Payment.** Buyer shall make payment in advance of shipping unless Carmeuse's credit department, in its sole discretion, approves Buyer's credit. Payment pursuant to approved credit terms shall be made thirty (30) days from the date of Carmeuse's invoice. No discounts are allowed for early payment, unless otherwise specified on the face of any Order. Invoices for shipments to approved credit customers shall be issued upon shipment. Past due invoices are subject to a monthly service charge at a rate equal to or lesser of 1 ½ % per month or the maximum rate from time to time permitted by applicable law. Carmeuse's Credit Department may revoke credit approval or alter payment terms at any time. Upon placing this instrument with an attorney for collection of past due payments or repossession of Material, Buyer shall reimburse Carmeuse for attorney's fees, court costs, and other expenses incurred by Carmeuse to enforce the terms and conditions stated herein.

**Taxes.** Carmeuse's prices do not include federal, state, or local taxes, including sales, use, property, import/export, value added, excise or similar tax payments. Carmeuse shall bill as a separate invoice line item all such taxes and Buyer agrees to pay and/or reimburse Carmeuse for any such applicable taxes.

**Order Changes /Cancellation.** Requested changes to Orders are subject to Carmeuse's approval and acceptance. Buyer shall reimburse Carmeuse for all additional costs and expenses related to any such change. Buyer's cancellation of any standard Material Order is subject to Carmeuse's receipt of Buyer's prior written

notice less than thirty (30) days before any material is shipped. In the event of any whole or partial cancellation of any order by Buyer, Buyers shall pay to Carmeuse the reasonable costs and expenses incurred by Carmeuse prior to Carmeuse's receipt of the cancellation notice plus Carmeuse's usual rate of profit for similar Material on the portion of the order canceled.

**Shipping.** Unless otherwise specified, title to and risk of loss of, the Materials shall pass to Buyer upon Carmeuse's delivery of the Materials to a carrier or directly to Buyer at the F.O.B. point, or upon removal from Carmeuse's plant or terminal if the F.O.B. point is a location other than Carmeuse's plant. Unless otherwise stated, Carmeuse's prices do not include shipping charges, including fuel surcharges and administrative fees. Carmeuse will use its best efforts to load Buyer's trucks, rail cars or barges, provided that, Carmeuse will not overload any such vessels and shall not be liable for overweight charges or fines, minimum charges for light loaded cars or trucks or for demurrage or other charges associated with shipping the Materials to Buyer.

**Delivery/Access.** All delivery/performance dates indicated on Carmeuse's documents are approximate and are based upon the prompt receipt of all necessary information from Buyer regarding Materials ordered. Buyer agrees to provide seller with reasonable advance notice of Material requirements, time and rate of delivery. Carmeuse will use reasonable efforts to meet the indicated delivery/performance dates but shall not be held responsible for delays caused by carriers. In the event of any delivery delay caused by Buyer, Carmeuse will store and handle all Material ordered at Buyer's risk and will invoice the Buyer for the unpaid portion of the contract price plus storage, insurance and handling charges on or after the date on which the materials are ready for delivery. Buyer shall provide suitable roadways or approaches to points of delivery. If delivery is requested beyond the curb line, Buyer assumes all liability for damage to sidewalks, driveways or other property. Buyer must arrange in advance with Seller's dispatcher for deliveries of Materials at times other than normal working hours which may result in extra charges.

**Inspection & Acceptance.** In the case of deliveries made in large individuals loads, such as by rail or barge, any inspection by Buyer must be made at the point of loading. Buyer may, at its' expense, have a representative at Carmeuse's facility for the purpose of such inspection.

**Security Interest.** Until such time as Carmeuse is fully paid for Material shipped, Buyer shall grant to Carmeuse a purchase money security interest in the Materials. Buyer will assist Carmeuse in taking necessary action to protect Carmeuse's security interest. All checks or other commercial paper shall be accepted subject to collection, and the foregoing security interest shall remain until such time as funds are actually collected.

**Warranty.** Carmeuse warrants to Buyer that all Material supplied by Carmeuse is in compliance with Carmeuse's published specifications at the point of shipment from Carmeuse's facility. If Material sold by Carmeuse fails to meet the foregoing warranty, Carmeuse will at its sole option either: (1) refund the amount received by Carmeuse for defective Material, or (2) replace any defective Material free of charge. The foregoing is contingent upon Carmeuse receiving Buyer's prompt written notice of any defect. In no event shall Buyer make any claim or initiate any proceeding based upon alleged breach of warranty more than six (6) months from the date of shipment of the relevant Material. Buyer acknowledges that Material may degrade by improper handling after leaving Carmeuse's facility or terminal,

or from time may contain impurities that render the materials unacceptable for certain applications and that all such Material is excluded from the warranties stated herein. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CARMEUSE'S WARRANTY DOES NOT APPLY IF MATERIALS HAVE BEEN SUBJECT TO MISUSE, MISHANDLING, NEGLIGENCE (INCLUDING WITHOUT LIMITATION IMPROPER STORAGE), ACCIDENT OR MODIFICATION NOT EXPRESSLY AUTHORIZED BY CARMEUSE. THIS WARRANTY CONTAINS CARMEUSE'S SOLE LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDIES AND IS EXPRESSLY IN LIEU OF ALL OTHER REMEDIES BASED IN LAW OR EQUITY.**

**Limitation of Liability.** CARMEUSE SHALL NOT BE LIABLE FOR ANY LOSS, CLAIM, EXPENSE OR DAMAGE CAUSED BY, CONTRIBUTED TO OR ARISING OUT OF THE ACTS OR OMISSIONS OF BUYER OR THIRD PARTIES, WHETHER NEGLIGENT OR OTHERWISE. IN NO EVENT SHALL CARMEUSE'S LIABILITY FOR ANY CAUSE OF ACTION WHATSOEVER EXCEED THE COST OF THE MATERIAL GIVING RISE TO THE CLAIM, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER SUCH INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS OR OPPORTUNITIES), WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

**Carmeuse's Premises.** While on Carmeuse's premises Buyer's employees, invitees, and subcontractors (including subcontractors or carriers used for the purpose of transporting Material) shall be subject to and shall observe such safety and other rules and regulations as Carmeuse may then have in force at such premises. Buyer shall confine its employees, invitees, and subcontractors to that portion of Carmeuse's premises where work is to be performed and to such in-plant roads leading to and from such site as Carmeuse authorizes Buyer to use. Buyer shall assume sole responsibility for the safety of, and shall take all necessary measures and precautions at all times to prevent injury to its employees, subcontractors' employees and others who enter upon Carmeuse's premises. Compliance with MSHA, OSHA, and any other regulatory agency rules are a condition of entry to Carmeuse property. Buyer shall save Carmeuse harmless from any and all claims, damages, liabilities and loss, arising from injury to, or the death of, any person, or damage to the loss of any property, caused or occasioned by the acts or omissions of Buyer, his employees, invitees, and subcontractors while on or about Carmeuse's premises in connection with any matter relating to the performance of an Order.

**Excuse of Performance.** Neither party shall be liable for any delay or failure to perform to the extent caused by fire, flood, explosion, war, riot, embargo, labor disputes, shortage of utilities, material or labor, delay in transportation, compliance with any laws, regulations, orders, acts or requirements from the government, civil or military authorities, acts of God or the public enemy, or any act or event of any nature reasonably beyond such party's control. In such circumstances, Buyer or Carmeuse may cancel the portion of this Order subject to such delay by giving prompt written notice, provided that, such cancellation shall apply only to that portion of the Order affected by the foregoing circumstances and the balance of the Order shall continue in full force and effect. If Carmeuse's

Material production capacity is impaired as a result of one of the foregoing events of force majeure, then Carmeuse may allocate to Buyer a pro rata portion of Carmeuse's total remaining capacity taking into account Carmeuse's impaired Material production capacity, Buyer's requirements pursuant to his Order and Carmeuse's aggregate customer requirements for Materials.

**Waiver.** No condoning, excusing or waiver by any party of any default, breach or nonobservance by any other party, at any time or times with respect to any covenants or conditions set forth herein shall operate as a waiver of that party's rights with respect to continuing or subsequent default, breach or nonobservance, and no waiver shall be inferred from or implied by any failure to exercise any right by the party having those rights.

**Severability.** Should any provision of these terms and conditions be declared by any court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected thereby, it being the intent of the parties that they would have executed in remaining portion without including any such part or portion by which may for any reason be declared invalid.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania (excluding its conflict of laws provisions), including the provisions of the UCC in Pennsylvania. Any proceeding pertaining to any such claim shall be venued in Pittsburgh, PA.

**Entire Agreement/Amendment.** Carmeuse and Buyer agree that the terms and conditions set forth herein constitute their complete and exclusive agreement regarding the subject matter of this Order and supersede any prior communications, representations or agreements of the parties, whether oral or written and cannot be altered, amended, or modified except in writing executed by an authorized representative of each party.

**Assignability.** Neither party may sell, assign, or transfer its rights, duties, or obligations under this Agreement without the prior written consent of the other; provided, however, that Carmeuse reserves the right to assign its rights, duties and obligations to any party purchasing substantially all of Carmeuse's assets. To the extent that assignment is permitted, this Agreement shall inure to the benefit of and be binding upon each party and its permitted successors and assigns.