



## ORDERING INSTRUCTIONS

Please refer to the quotation number and date on all orders. Indicate desired delivery dates, quantities and item priority if applicable. Please contact our office for delivery schedules. Delivery lead-time will be estimated upon receipt of order, and is based on actual demand at that time. Any dates discussed prior to order are non-binding estimates. Orders for non-standard products should be accompanied by specifications, and blue prints or scale drawings. Notify us as soon as possible to insure prompt delivery.

## SHIPPING POLICY

1. Jensen Precast accepts responsibility for proper installation and assembly of its products when installed or supervised by its authorized representative. Any product handled, moved, or installed by others, nullifies the responsibility of Jensen Precast.
2. The customer will be prepared to receive products at the specified delivery time. Excessive unloading or stand-by time, resetting or re-delivery not caused by Jensen Precast will be charged at the hourly rate for the equipment involved.
3. The customer will be solely responsible for the following:
  - A. Finish grade, leveling, and position of product.
  - B. Grouting, and/or sealing of vault sections, grade rings, risers, frames and covers, pipes, etc.
  - C. Excavation, bedding, shoring, backfilling, compacting and grading.
  - D. Water and/or flotation control.
  - E. Setting and adjusting ladders, racking, grates or other hardware.
  - F. All other site work not specifically referred to.
4. Equipment belonging to the company cannot be left at any jobsite for the purpose of unloading or setting by others unless previously agreed to in writing between Jensen Precast and the customer.
5. Carriers are responsible for goods lost or damaged in transit. Damages or shortages should be indicated on the carrier's delivery receipt and any claims should be made in writing directly to the carrier.
6. All products are to be delivered in the number of trips specified. Charges will be added for additional trips.

# COMPANY POLICIES TERMS AND CONDITIONS

THE POLICY TERMS AND CONDITIONS, DELINEATED HEREIN SHALL APPLY TO ALL QUOTATIONS, OR OFFERS TO SELL

1. Goods To Be Provided: Jensen Enterprises, Inc. dba Jensen Precast ("Jensen Precast") agrees to sell to Customer, on the terms and conditions stated herein, the materials and related items (the "goods") identified in Jensen Precast's quotation to Customer. Customer is solely responsible for determining whether the goods listed are the correct types and/or sufficient in number to meet Customer's needs and/or requirements. Jensen Precast's offer to sell is based on customer approval of Jensen Precast standard product drawings or submittals, and not in accordance with any plans and specifications, unless agreed to in writing by a duly authorized representative of Jensen Precast.
2. No Additional Terms Of Sale. Customer's acceptance of Jensen Precast's quotation is limited to these Terms and Conditions of Sale. Any new or different terms or conditions stated or proposed by Customer in its acceptance of Jensen Precast's quotation or in any accompanying or related purchase order or other document are hereby rejected by Jensen Precast and shall not be binding upon Jensen Precast. The entire contract is embodied in this writing. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement.
3. Payment Terms: Jensen Precast may require payment in full prior to manufacture or shipment of any goods. If Jensen Precast agrees to provide materials on a "Cash on Delivery" basis, payment in full is due upon arrival of Jensen Precast's equipment, prior to setting of product or unloading of trucks. Credit sales will be made only after receipt of a signed Jensen Precast credit application and written credit approval by Jensen Precast's credit manager. On all credit sales, payment in full is due within 30 days after Customer's receipt of materials or services. Customer agrees to pay a service charge of 1.5% per month on all invoices not paid when due. At its option, Jensen Precast may decline to make delivery or shipment to Customer if any invoice remains past due. Customer waives and releases any claim against Jensen Precast for loss or damage allegedly sustained by Customer as a result of Jensen Precast's refusal to make delivery or shipment under such circumstances. All payments shall be made in U.S. dollars and, unless otherwise designated by Jensen Precast in writing, shall be sent to Jensen Precast's Corporate Office, 825 Steneri Way, Sparks, NV 89431.
4. Price: The price(s) stated in Jensen Precast's quotation to Customer are firm for 30 days. The prices stated in Jensen Precast's quotation are subject to sales and use tax in accordance with Chapter 237 of the Hawaii General Excise Tax Law. Customer shall reimburse Jensen Precast for all sales and use taxes imposed upon: (a) the sale of the goods; and/or, (b) the use of any materials consumed by Jensen Precast; and/or, (c) the sale of any fixtures or equipment incident to this contract. Prices are subject to delivery charges unless quoted as delivered (see shipping code definitions on quotation). Jensen Precast reserves the right to increase the cost of delivery or shipment if Customer increases mileage or number of trucks specified in the original quotation. Prices quoted are based on quantities indicated, and on customer acceptance of the entire quote. Jensen Precast reserves the right to accept or reject partial orders.
5. Time For Performance: Jensen Precast will endeavor to meet any reasonable shipping date(s) requested by Customer. However, Jensen Precast does not guarantee that the goods will be furnished by any particular date. All shipping dates stated or indicated are estimates only and are based upon conditions known at the time the dates were stated

or indicated. Jensen Precast shall not in any event be liable for any loss or damage sustained by Customer on account of failure to meet any delivery or shipping date.

6. Delivery. Customer or its designated representative shall be prepared to unload, receive, and accept the goods at the time specified on the order. Customer shall provide assistance in delivering the goods, including but not limited to assisting in backing and directing Jensen Precast's truck at the delivery site, providing access to the delivery site that is acceptable to Jensen Precast, and providing a setting location for the truck, crane or other delivery equipment that is acceptable to Jensen Precast. Jensen Precast shall not be liable for any property damage arising from or related to delivery of the goods, including without limitation damage to sidewalks, curbs, fences, valves, conduit, pipes, concrete, asphalt, lawns, trees, or landscaping. All excessive unloading or stand-by time, resetting or re-delivery will be charged for at the current hourly or mileage rates of the equipment involved. If for any reason Jensen Precast cannot set the goods at the time of delivery, Customer shall be responsible for setting the goods by other means, at no cost to Jensen Precast.

7. Customer Responsibilities. The Customer or its designated representative shall be solely responsible for accomplishing the following:

- a. Finish grade, leveling and position of the goods.
- b. Grouting and/or sealing of vault sections, grade rings, risers, frames, covers, pipes or similar structures, unless a duly authorized representative of Jensen Precast has stated in writing that Jensen Precast will perform installation and sealing of the goods.
- c. Excavation, bedding, shoring, backfilling, compacting and grading.
- d. Water and/or flotation control.
- e. Setting and adjusting ladders, racking, grates or other hardware.
- f. Providing a one- or two-person ground crew to assist the Jensen Precast crane operator.
- g. All other site work not specified above.

8. Returns. The goods shall not be returned for credit without prior written authorization and approval by a duly authorized representative of Jensen Precast. A minimum handling charge of 15% plus actual shipping or delivery costs shall be made on all goods returned to compensate for costs of accounting, reconditioning, restocking and delivery, except when due to fault or error of Jensen Precast. No credits shall be allowed on used, damaged, custom, specially ordered or specially manufactured goods. Customer shall bear the cost of any labor, damage or transportation associated with return of the goods.

9. Equipment. Unless otherwise agreed to in a writing signed by a duly authorized representative of Jensen Precast, equipment belonging to Jensen Precast cannot be left at any job site for the purpose of unloading or setting by others.

10. Project Information: Customer agrees to furnish to Jensen Precast promptly upon request all project information necessary for Jensen Precast to perfect or provide notice of its mechanic's lien, stop notice, and/or payment bond rights.

11. Force Majeure. Jensen Precast will not be liable for any delay or for failure to perform its obligations hereunder resulting from any cause beyond Jensen Precast's reasonable control including, but not limited to: Customer's failure to timely supply Jensen Precast with necessary data or specifications; any changes in such data or specifications at Customer's request; fires; explosions; floods; acts of God; epidemics; quarantine; embargoes; strikes; work stoppages or slowdowns or other industrial disputes; accidents; riots or civil disturbances; acts of civil or military authorities; inability to obtain any license or consent necessary in respect of any the goods; inability to obtain equipment, materials, labor, fuel or supplies; and delay by suppliers or material shortages.

12. Limited Warranty: For a period of one year from the date of shipment or delivery to Customer, Jensen Precast warrants all of the goods which it has manufactured to be free of material defects. If any such goods are found to be materially defective during the warranty period, Jensen Precast agrees to, in its sole discretion, repair or replace the defective goods without charge to Customer. Customer's remedy with respect to such goods is limited to repair or replacement. For goods not manufactured by Jensen Precast, Customer agrees to accept as its sole remedy the warranty, if any, offered by the manufacturer or manufacturers of such goods. **AS TO ALL GOODS SOLD BY JENSEN PRECAST TO CUSTOMER, THE WARRANTY DESCRIBED IN THIS PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. JENSEN PRECAST SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR LIQUIDATED DAMAGES OF ANY KIND, WHETHER THE CUSTOMER'S CLAIM IS BASED UPON CONTRACT, TORT OR ANY OTHER LEGAL THEORY.**

13. Indemnity. Customer is solely responsible for the selection, installation, and use of the goods. Therefore, to the fullest extent permitted by law, Customer agrees to defend and indemnify Jensen Precast from and against any claim for loss or damage, including attorneys' fees and experts' or consultants' fees, arising from or relating to such selection, installation, and use. This indemnity applies regardless of any active and/or passive negligent act or omission on the part of Jensen Precast or its employees; provided, however, Customer shall not be obligated to indemnify Jensen Precast for the sole negligence or willful misconduct of Jensen Precast or its employees.

14. Risk of Loss. The risk of loss shall pass to Customer based on the applicable shipping code:

a. "Delivered and Set": Risk of loss shall pass to Customer when Jensen Precast's delivery truck has unloaded the product.

b. "Delivered - F.O.B. Truck": Risk of loss shall pass to Customer when Jensen Precast's delivery truck arrives at Customer's jobsite.

c. "Delivered and offloaded": Risk of loss shall pass to Customer when Jensen Precast's delivery truck arrives at Customer's jobsite.

d. "F.O.B. Jensen Precast Yard": Risk of loss shall pass upon tender of delivery of the goods to a common carrier or Customer's truck. Buyer shall procure and maintain insurance on the goods sufficient to protect its interests.

15. Dispute Resolution: All disputes arising from or relating to these Terms and Conditions of Sale and/or the furnishing of any goods by Jensen Precast to Customer shall be heard and decided exclusively in a State or Federal Court located in the state of Hawaii. These Terms and Conditions of Sale shall be construed and enforced in accordance with the laws of the State of Hawaii. In any legal proceedings, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

16. Submittals and Tests: Jensen Precast reserves the right to charge customers for the cost of submittals, engineering or tests that are in addition to those customarily provided.

17. Custom Products: Jensen Precast will charge customer for any work completed at the time of cancellation of a custom or special order. All custom orders will be invoiced to customer if not released for delivery within 30 days past estimated date of delivery.

18. Storage Fees: For every month beyond the requested manufacture date that the product remains in Jensen Precast's possession, a fee of 1% per month of total sale price of product will be added to the invoice total due upon final delivery/pick up.

19. Invoice Date: Customer will be invoiced for product at either, date of delivery or 60

days past date of originally requested delivery/pick up date.

## SHIPPING CODE DEFINITIONS

### Code #1 - DELIVERED AND SET

Quoted prices include product delivery and setting with our boom truck subject to the following provisions:

1. Jensen Precast will provide driver/crane operator services only using Jensen Precast's boom truck.
2. Customer will be solely responsible for all other site work associated with setting and installing this product unless specifically referred to in writing.
3. Most products require assistance from the customer in setting (generally one or two laborers). Contact Jensen Precast for the specific requirements of each product.
4. The customer will provide a properly prepared, sized and graded, excavation. Access and setting location for our boom truck must be acceptable to our driver or representative.
5. Since site conditions, products, and delivery equipment vary, the logistics must be considered to determine the best approach for setting the product. Attention must be given to the variables of the set, including:
  - a. Capacity of the Jensen Precast boom truck and truck crane to be used.
  - b. The maximum product weight relative to the setting distance from the center of the crane to the center of the excavation cannot exceed the boom truck rated capacity.
  - c. The route to the setting location must be accessible for the boom truck without towing or pushing.
  - d. The type of terrain, site slope, and ground conditions for outrigger footings, at the setting location.
  - e. Overhead restrictions and other physical constraints.
6. Any or all of the above could prevent Jensen Precast from setting the product. In cases where Jensen Precast cannot set the product, we will off load the product in accordance with shipping code definition #3 herein.

**NOTE: If for any reason Jensen Precast cannot set the product, Jensen Precast will not be responsible, or charged, for setting by any other means.**

### Code #2 - DELIVERED - F.O.B. TRUCK:

Quoted prices include product delivery to the job site only; "Free On Board" the truck. Generally, this would be a flatbed truck without a crane or other unloading equipment subject to the following provisions:

1. The company will provide driver services only and the customer will supply means of unloading and setting products.

**Code #3 - DELIVERED AND OFFLOADED:**

Quoted prices include product delivery to the job site and unloaded from our truck subject to the following provisions:

- 1 Jensen Precast will provide driver services and a means of unloading products.
- 2 The customer will provide an acceptable location for unloading and storing products, and the means for setting the product in the permanent location.

**Code #4 - F.O.B. - JENSEN PRECAST YARD**

Quoted prices include product loading on customer or common carrier trucks in the yard subject to the following provisions:

- 1 Customer will be responsible for any additional charges, including charges for freight, shipping, delivery and setting.
- 2 Customer or common carrier will be responsible for tie down, dunnage, pallets, etc., unless specifically referred to.
- 3 Yard location will be addressed in section one of the quotation.

**Code #5 - OTHER AS SPECIFIED**

If not specified in section one of this quotation, please consult our office for more specific information or written clarification.

**Code A - DELIVERED IN FULL TRUCK QUANTITIES OR A COMBINED SHIPMENT:**

Quoted prices include delivery and/or setting as delineated above in codes 1, 2 or 3:

- 1 Delivered in combination with other products in the quotation.
- 2 Delivered when Jensen Precast is otherwise on the jobsite.
- 3 Delivered in full truckload quantities.

**Code B- Delivery Pre-Attached**

Quoted prices include item pre-attached or installed on an item that is also being delivered.

**Code C- Assembled and Sealed**

Jensen Precast will provide delivery as specified in the quote per codes 1-5 above, and will additionally provide assembly and sealing of the structural components of the vault or tank. Customer will be responsible for installing and sealing grade rings, rings and covers, and any other installation or site work required.