**SLATS LUCAS AGGREGATES, LLC TERMS & CONDITIONS
Barge Direct**

1. **ORDER AND ACCEPTANCE**:  The Buyer hereby agrees and acknowledges that any order it places with Slats Lucas Aggregates, LLC, or any affiliate thereof (collectively “Seller”), either by accepting the specific quote listed or any other offer or proposal by Seller (the accepted quote or offer or proposal, along with these terms and conditions hereinafter called the “Contract”), shall be governed by these terms and conditions of Seller. To the extent there is any provision in the quote provided by Seller that is inconsistent with these terms and conditions, the provision of the quote provided by Seller shall control. No additions, deletions or modifications to these terms proposed by Buyer in any format, including as additions to the quote accepted by Buyer or as part of Buyer’s printed forms, purchase orders, acknowledgements, confirming memoranda, communications, or other documents, shall bind Seller unless approved, accepted and signed by Seller in a separate writing. Acceptance of an order or shipping or performing pursuant to any order shall not (i) be construed as assent to such contrary or additional terms and conditions from Buyer or (ii) constitute a waiver by Seller of any of the terms and conditions contained in these terms and conditions. If Buyer has provided terms and conditions as part of a purchase order or other communication, such terms and conditions are rejected. By ordering the goods, or continuing with an order of goods after receipt of these terms and conditions, Buyer expressly acknowledges and understands that it is accepting these terms and conditions and that its acceptance of these terms and conditions is a material inducement for Seller to enter into the Contract and that Seller’s performance is being made expressly conditioned upon acceptance and assent to these terms and conditions. Prior courses of dealing, trade usage, and verbal agreements not reduced to a writing signed by the Seller, to the extent they modify, add to, or otherwise alter the Contract, shall not be binding on Seller.
2. **DELIVERY**. Buyer shall be responsible for ensuring an appropriate location for unloading is available at the delivery point. Unloading is not included unless specifically provided for in the quote. Freight will be provided by Warren Paving, Inc. Freight will be billed separately by Warren Paving, Inc. and an agreement with Seller with freight included shall be deemed to also constitute a separate agreement with Warren Paving, Inc. for Transportation at the quoted price with these Terms and Conditions incorporated. Transportation charges are subject to change in the event river conditions require light loading or require a diversion of freight from the expected delivery route to reach the delivery point.
3. **PRICE, PAYMENT & ATTORNEYS’ FEES**:  Prices are available only to the customer specifically named in the Quotation for the quoted tonnages, plus or minus 10% of such quantities. If the entire payment is not made within the required time, interest on all unpaid amounts shall accrue at the lesser rate of (i) 1.5% monthly, or (ii) the maximum amount allowed by law. Seller has the right to discontinue or refuse further services or product shipments, including production of the product in question, until payment is received on past due amounts. In any commercial transaction between the parties, Buyer agrees to pay all attorneys’ fees, litigation expenses and costs, including court costs, incurred by Seller for the collection of all amounts owed by Buyer to Seller or its affiliates, whether for material charges, freight, or other charges. Seller may demand adequate assurances of performance from Buyer whenever Seller reasonably determines that grounds for insecurity arise with respect to Buyer’s ability to perform, and may suspend performance under the Contract until such adequate assurance is received. Adequate assurance may include requiring full or partial payment or guarantee in advance of shipment or delivery whenever, in Seller’s opinion, the financial condition of Buyer so warrants.
4. **TAXES**:  All taxes, duties, fees, assessments, or other charges of any kind imposed by any federal, state, municipal, or other governmental authority which Seller or its affiliates are required to collect or pay with respect to the sale or shipment of the goodsshall be the responsibility of Buyer. Except for those taxes specifically broken out on invoice and paid by Buyer to Seller, Buyer agrees to pay all such taxes and further agrees to reimburse Seller for any such payments made by Seller.
5. **INSPECTION; NO TERMINATION**:  Buyer shall have the right to inspect the goods prior to delivery and to monitor any loading of the goods at Seller’s Yard. Unless Buyer notifies Seller of any objection at inspection, it shall be conclusively presumed, by Buyer and Seller, that the goods were as specified and that Buyer accepts the goods. The Contract may be modified or terminated only upon Seller’s written consent.
6. **WARRANTIES DISCLAIMER:  NO WARRANTIES, EXPRESSED OR IMPLIED, SHALL BE DEEMED TO HAVE BEEN MADE BY THE SELLER EXCEPT THAT PRODUCT COMPLIES WITH ANY SPECIFICATIONS PROVIDED BY SELLER. ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY THE SELLER AND EXCLUDED.**Buyer understands Seller’s employee or agent has no authority to issue or make any warranty of any kind. Buyer acknowledges it is not relying on any sales descriptions, technical advice, recommendation, or representations made by any employee or agent of Seller; all advice being given and accepted at Buyer’s risk. No statements or recommendations by Seller are to be construed as representations applicable to any particular application or use of the goods, including Buyer’s application and use. Technical advice, including written materials furnished by Seller, shall not constitute a warranty or representation, statutory, express, or otherwise, which is expressly disclaimed.
7. **TITLE AND RISK OF LOSS**:  Title shall pass to the Buyer upon payment. Risk of loss shall transfer when barges are delivered to Buyer, or in the event Seller is responsible for unloading, upon unloading by Seller or its contractor.
8. **LIMITATION OF LIABILITY:**  SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL OR OTHER DAMAGES OR LOSSES, INCLUDING LOST PROFITS, LIQUIDATED DAMGES, AND ECONOMIC OR INDIRECT LOSSES, EVEN IF SUCH ARE FORESEEABLE OR COULD BE OR WERE REASONABLY ANTICIPATED.
9. **GOVERNING LAW; VENUE**:  This Contract and the parties’ relationship shall be governed by the laws of the State of Mississippi. Wherever a term defined by the Uniform Commercial Code (“Code”) is used in this Contract, the definition contained in the Code as adopted by Mississippi shall control. **The exclusive venue and jurisdiction for the resolution of all disputes between the parties shall be the state or federal courts located in Forrest County, Mississippi, and Buyer waives any defenses to jurisdiction and venue.**
10. **ENTIRE AGREEMENT**:  This Contract constitutes the entire agreement between the parties; is a complete and exclusive statement of the Contract’s terms and conditions; and supersedes any prior agreement, understanding or negotiation, whether oral or written. No modification can be made to this Contract except in a writing signed by authorized representatives of both Seller and Buyer.
11. **SEVERABILITY**:  If any provision in the Contract is invalid or unenforceable, that provision shall be construed, limited, modified, or, if necessary, severed, to eliminate its invalidity or unenforceability, and to ensure the other provisions of this Contract remain unaffected.