**STANDARD TERMS & CONDITIONS
Asphalt in Place**

1. **ORDER AND ACCEPTANCE**:  The Customer hereby agrees and acknowledges that any order it places with Warren Paving, Inc. (“Warren Paving”), either by accepting the specific quote listed or any other offer or proposal by Warren Paving (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. To the extent there is any provision in in the quote provided by Warren Paving that is inconsistent with these terms and conditions, the provision of the quote provided by Warren Paving shall control. No additions, deletions or modifications to these terms proposed by Customer in any format, including as additions to the quote accepted by Customer or as part of Customer’s printed forms, purchase orders, acknowledgements, confirming memoranda, communications, or other documents, shall bind Warren Paving unless approved, accepted and signed by an authorized agent of Warren Paving in a separate writing. Performing work pursuant to any order shall not (i) be construed as assent to such contrary or additional terms and conditions from Customer or (ii) constitute a waiver by Warren Paving of any of the terms and conditions contained in these terms and conditions. If Customer has provided terms and conditions as part of a purchase order or other communication, such terms and conditions are rejected. By ordering the work, or continuing with an order for work after receipt of these terms and conditions, Customer 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 Warren Pacing to enter into the Contract and that Warren Paving’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 Warren Pacing, to the extent they modify, add to, or otherwise alter the Contract, shall not be binding on Warren Paving.
2. **PRICE**:  Prices do not include bond, taxes, independent testing, striping, saw cutting, pavement removal, base repairs, or survey layout unless specifically provided in quote. All taxes, duties, fees, assessments, or other charges of any kind imposed by any federal, state, municipal, or other governmental authority which Warren Paving is required to collect or pay with respect to the work shall be the responsibility of Customer. Except for those taxes specifically broken out on invoice and paid by Customer to Warren Paving, Customer agrees to pay all such taxes and further agrees to reimburse Warren Paving for any such payments made by Warren Paving.
3. **LATE PAYMENT; INSECURITY; SUSPENSION OF WORK**: Unless otherwise provided in quote, payment is net 30 from date of invoice. Warren Paving may submit invoices for partial completion of the work monthly. 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. Warren Paving has the right to discontinue or refuse further services or product shipments until payment is received on past due amounts. Warren Paving may demand adequate assurances of performance from Customer whenever Warren Paving reasonably determines that grounds for insecurity arise with respect to Customer’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 work whenever, in Warren Paving’s opinion, the financial condition of Customer so warrants.
4. **WARRANTIES DISCLAIMER:  NO WARRANTIES, EXPRESSED OR IMPLIED, SHALL BE DEEMED TO HAVE BEEN MADE BY WARREN PAVING EXCEPT THAT PRODUCT COMPLIES WITH ANY SPECIFICATIONS PROVIDED BY WARREN PAVING AND WORK WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY WARREN PAVING AND EXCLUDED.**Customerunderstands Warren Paving’s employee or agent has no authority to issue or make any warranty of any kind. Customer acknowledges it is not relying on any sales descriptions, technical advice, recommendation, or representations made by any employee or agent of Warren Paving; all advice being given and accepted at Customer’s risk. No statements or recommendations by Warren Paving are to be construed as representations applicable to any particular application or use of the goods, including Customer’s application and use. Technical advice, including written materials furnished by Warren Paving, shall not constitute a warranty or representation, statutory, express, or otherwise, which is expressly disclaimed.
5. **LIMITATION OF LIABILITY:**  WARREN PAVING SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL OR OTHER DAMAGES OR LOSSES, INCLUDING LOST PROFITS AND ECONOMIC OR INDIRECT LOSSES, EVEN IF SUCH ARE FORESEEABLE OR COULD BE OR WERE REASONABLY ANTICIPATED.
6. **ATTORNEYS FEES:** In the event of any legal action (including arbitration) to enforce or interpret this Contract, the non-prevailing Party shall pay the reasonable attorneys’ fees and other costs and expenses (including expert witness fees) of the prevailing Party. In addition, such non-prevailing Party shall pay reasonable attorneys’ fees incurred by the prevailing Party in enforcing, or on appeal from, a judgment in favor of the prevailing Party. The preceding sentence is intended by the Parties to be severable from the other provisions of this Agreement and to survive and not be merged into such judgment.
7. **GOVERNING LAW; VENUE**:  This Contract and the parties’ relationship shall be governed by the laws of the State of Mississippi. Venue for any controversy or claim arising out of or relating to this Contract shall lie in the state or federal courts of Harrison County, Mississippi and Customer consents to jurisdiction thereof.
8. **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 Warren Paving and Customer.
9. **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.