

RISK OF LOSS. Purchaser, individually and as agent of the property, if any, understands and accepts the risk of loss usually associated with moving heavy equipment over the earth. Purchaser accepts full responsibility for the placement of Shafer Redi-Mix and/or Shafer Brothers' vehicles on the premises and for any damage which may occur to those improvements made beneath, at or above the surface of the earth, to include but not limited to disturbing and/or crushing of grade, sewage systems, irrigation, plumbing, infrastructure, flatwork, and any and all other improvements normally associated with residential and commercial improvements to real property.

NOTICE OF FURNISHING. Please take notice that Shafer Redi-Mix and/or Shafer Brothers are furnishing to the owner, general contractor, and/or designee written on the front of this ticket, at the address thereon, certain supplies and/or materials in connection with the improvement of the real property commonly known as the delivery address written hereon. A copy of the legal description of said property is within the owner, general contractor, and/or designee's possession and is not attached hereto. **WARNING: THIS NOTICE IS REQUIRED BY THE MICHIGAN CONSTRUCTION LIEN ACT. IF YOU HAVE ANY QUESTIONS ABOUT YOUR RIGHTS AND DUTIES UNDER THIS ACT, YOU SHOULD CONTACT AN ATTORNEY TO PROTECT YOU FROM THE POSSIBILITY OF PAYING TWICE FOR THE IMPROVEMENT TO YOUR PROPERTY.** Personal service is deemed accepted by the person signing hereon on behalf of the owner, general contractor, and/or designee.

WARRANTIES: Concrete. Shafer Redi-Mix, Inc. warrants that it has the expertise and resources necessary to manufacture quality redi-mix concrete. Shafer Redi-Mix, Inc. further warrants that redi-mix concrete shall be delivered in an "as ordered" concrete mix design. This warranty does not extend to redi-mix concrete that has been modified by the Customer such as in pumping and retempering. Customer shall notify Shafer Redi-Mix, Inc. in writing of any alleged breach of this warrant within 30 days after discovery. Shafer Redi-Mix, Inc.'s sole obligation to Customer, and Customer's exclusive remedy for breach of this warranty, is re-delivery of the specified concrete. Delivery. Shafer Redi-Mix, Inc. warrants that it has the expertise and resources necessary to deliver concrete in a diligent, prompt and professional manner. Shafer Redi-Mix, Inc.'s warranty for timely delivery is limited by conditions and circumstance not under Shafer Redi-Mix, Inc.'s control, to include, without limitation, unforeseen traffic conditions, weather, and Customer's delays. Limitations. The warranties in this section are the only warranties that Shafer Redi-Mix, Inc. makes for the concrete delivered to Customer under this Agreement. Shafer Redi-Mix, Inc. disclaims all other express or implied warranties, including but not limited to warranties of merchantability and warranties of fitness for a particular purpose. Limitation of Liability. (A) In no event shall Shafer Redi-Mix, Inc. be liable to Customer for any indirect, special or consequential damages in connection with this agreement; and, (B) The extent of any monetary damages to which Shafer Redi-Mix, Inc. shall be required to pay as damages under this agreement shall be limited to the sum of all fees or charges for materials paid by Customer to Shafer Redi-Mix, Inc. pursuant to this agreement.

INDEMNIFICATION. Purchaser, individually and as agent of the property owner, if any, shall indemnify and hold Shafer Redi-Mix and/or Shafer Brothers harmless against any and all liabilities arising out of claims made against Shafer Redi-Mix and/or Shafer Brothers for any and all damages of any type to the real and personal property which may occur during delivery, to include all liabilities, losses, costs, and expenses - including reasonable attorneys' fees incurred or suffered by Shafer Redi-Mix and/or Shafer Brothers by reason of any claim against Shafer Redi-Mix and/or Shafer Brothers or their agents or assigns.

(On the front of the ticket).

Terms: Payment Due Upon Receipt, unless other payment terms have been arranged with Shafer Redi-Mix, Inc. Late Fees of 1.5% monthly and costs of collection, to include reasonable attorney fees, shall apply to all unpaid balances.

THE BALANCE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION WARRANTY INFORMATION, IS CONTAINED ON THE REVERSE SIDE. PLEASE READ THIS ENTIRE AGREEMENT PRIOR TO SIGNING.