



CONTRACT TERMS AND CONDITIONS

These terms and conditions, delineated herein shall apply to all quotations, or offers to sell.

1. Goods to Be Provided: Inland Northwest Precast (INWP) agrees to sell to Customer, on the terms and conditions stated herein, the materials and related items (the "goods") identified in INWP 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. INWP will not begin work until Customer has approved either standard drawings or submittals for the work.

2. Payment Terms: INWP may require partial payment and/or a credit application to be filled out prior to submittals, manufacturing, or shipment of any goods. If INWP agrees to provide materials on a "Cash on Delivery" basis, payment in full is due upon arrival of INWP equipment, prior to setting of product or unloading of trucks. 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, INWP may decline to make delivery or shipment to Customer if any invoice remains past due. Customer waives and releases any claim against INWP for loss or damage allegedly sustained by Customer because of INWP refusal to make delivery or shipment under such circumstances. Payment for structures on hand will be billed if applicable.

3. Price: The price(s) stated in INWP quotation to Customer are firm for 30 days. The prices stated in INWP quotation are subject to sales tax at the point of exchanging goods. INWP reserves the right to increase the cost of delivery or shipment if the Customer increases mileage. If INWP is required to make extra unplanned loads, additional charges may apply. Prices quoted are based on quantities indicated, and on customer acceptance of the entire quote. Customers' acceptance of partial quotes is subject to change and will be requoted at that time. INWP reserves the right to accept or reject partial orders.

4. Time for Performance: INWP will endeavor to meet any reasonable shipping date(s) requested by Customer. INWP and the customer will come to a mutual aggregable schedule for building and delivering the product. An expedited schedule can be discussed for additional charges at INWP discretion. Any Changes to the schedule must be communicated effectively by the customer.

5. Delivery: The quote includes 1 hour for unloading and setup. Any additional time will be billed to Customer at \$165 an hour per truck. Customer or its designated representative shall be prepared to unload, receive, and accept the goods at the time specified on the order. Customer shall aid in delivering the goods, including but not limited to assisting in backing and directing delivery truck at the delivery site, providing access to the delivery site that is acceptable to INWP, and providing a setting location for the truck, crane or other delivery equipment that is acceptable to INWP. INWP 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. If for any reason INWP cannot set the goods at the time of delivery, the Customer shall be responsible for setting the goods by other means, at no cost to INWP.

6. Installation: Customer agrees to the attached Installation Guidelines on page 6.

7. Customer Responsibilities: 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 INWP has stated in writing that INWP will perform installation and sealing of the goods.
- c. Excavation, bedding, shoring, backfilling, compacting (see Installation Guidelines), 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 INWP crane operator.
- g. All other site work not specified above.

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

9. Equipment/Rigging: At INWP discretion, INWP equipment/rigging may be used to offload product by contractor but such equipment/rigging must leave with the last delivery truck. Unless otherwise agreed to in a writing signed by a duly authorized representative of INWP, equipment/rigging belonging to INWP cannot be left at any job site for the purpose of setting by others.

10. Buy America(n) Requirements: Most recent plans and specifications are the responsibility of the customer. Customer must clearly and affirmatively notify INWP of the applicability of any order, law, regulation, or other requirement that the Products be produced, manufactured, or substantially transformed in the United States, or consist wholly or partly of materials or components produced, manufactured, or substantially transformed in the United States, or that the raw material comprising the Products be of domestic origin.

11. Force Majeure: INWP will not be liable for any delay or for failure to perform its obligations hereunder resulting from any cause beyond INWP reasonable control including, but not limited to: Customer's failure to timely supply INWP 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 the Customer, INWP warrants all 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, this warranty is limited to the repair or replacement of the defective goods without charge to the Customer. A customer's remedy with respect to such goods is limited to repair or replacement. Any modifications or alterations to our product voids any warranty unless approved in writing by an INWP representative.

13. 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 INWP delivery truck has unloaded the product.
 - b. "Delivered - F.O.B. Truck": Risk of loss shall pass to Customer when INWP delivery truck arrives at Customer's jobsite.
 - c. "F.O.B. INWP Yard": Risk of loss shall pass upon tender of delivery of the goods to a common carrier or Customer's truck. The customer shall procure and maintain insurance on the goods sufficient to protect its interests. Customer responsible for securing load.
14. Dispute Resolution: All disputes arising from or relating to these Terms and Conditions of Sale and/or the furnishing of any goods by INWP to Customer shall be heard and decided exclusively in the state or federal court in Spokane County, WA. The construction, interpretation and performance of this order and all transactions hereunder shall be governed by the laws of the state Washington, without regard to its choice of law principles. These Terms and Conditions of Sale (the "Terms") apply to all quotations and sales by INWP products, materials, services, components, accessories, and panels (collectively, "Products"). No terms or conditions other than those stated in these Terms, and no agreement or understanding, oral or written, purporting to modify these Terms, whether contained in a purchaser's purchase forms or elsewhere, will be binding on INWP unless signed by an authorized executive manager of INWP. The customer consents to these Terms for all Products. In any legal proceedings, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.
15. Submittals and Tests: INWP reserves the right to charge customers for the cost of submittals, engineering or tests that are in addition to those customarily provided.
16. Custom Products: INWP will charge the customer for any work completed at the time of cancellation of a custom or special order.
17. Storage Fees: For every month beyond the requested delivery date that the product remains in INWP possession, a fee of 1.5% per month of total sale price of product will be added to the invoice total due upon final delivery/pick up.
18. Invoice Date: Customer will be invoiced for product at date of delivery.

SHIPPING TERMS

1. 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 INWP will be charged at \$165 per truck an hour after the 1st initial hour on site.
2. Cancellation of deliveries by customer less than 2 days prior to scheduled delivery due to the site not being ready, equipment not on site or scheduling conflict are subject to a \$500 charge per truck scheduled. Cancellations due to weather or acts of God will be effectively communicated and rescheduled.
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 setting by others unless previously agreed to in writing between INWP 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.

Delivered and Set

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

- a. INWP will provide driver/crane operator services only using INWP boom truck, unless otherwise specified.
- b. The customer will be solely responsible for all other sitework associated with setting and installing this product unless specifically referred to in writing.
- c. Most products require assistance from the customer in setting (generally one or two laborers). Contact INWP for the specific requirements of each product.
- d. 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.
- e. Since site conditions, products, and delivery equipment vary, logistics must be considered to determine the best approach for setting the product.
- f. INWP reserves the right to not set any product in an unsafe manner.

NOTE: If for any reason INWP cannot set the product in the desired location, INWP will offload the product at the site in a safe manner and will not be responsible, or charged, for setting the product in the future by any other means.

Delivered – F.O.B. Truck

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

- a. INWP will provide driver services only and the customer will supply means of unloading and setting products at time of delivery. 1 hour of off-load time is allotted per truck from time of arrival at delivery location or entry point. Additional standby time not caused by INWP will be charged at the hourly rate of \$165 per truck an hour after the 1st initial hour on site.

F.O.B. – INWP Yard

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

- a. The customer will call at least 2 hours before picking up the product at INWP yard.
- b. The customer or common carrier will be responsible for tie down, dunnage, pallets, etc., unless specifically referred to.
- c. INWP reserves the right not to load products in an unsafe manner.

WARRANTY

INWP warranties products delivered for one (1) year from date of delivery against material defect under the following conditions:

- a. Tanks are set on prepared accessible excavation without pushing or towing our truck or other equipment, bedded with compacted 4" to 6" crushed or pea gravel. Tanks MUST be backfilled prior to filling and testing.
- b. Earth cover over tank less than three (3) feet, unless heavy load option used. Heavy load (H2O) option is not to exceed five (5) feet bury over tank, both subject to groundwater conditions
- c. Contractor responsible for backfilling, compaction, and finish grading with good compactable materials such as pea gravel, sand, or select backfill material. No saturated soils, large rocks or voids should occur or be used in backfilling process.
- d. Lifting devices and other equipment owned by INWP will not be left on a jobsite unless arrangements have been made prior to delivery.
- e. Product moved or modified by contractor nullifies INWP of any warranty unless prior approval is obtained, and done without damaging product and per manufacturer's recommendations.
- f. Excavation must not contain water when setting vault or the warranty is nullified. De-watering of site is required to ensure a level, compacted bed is achieved for setting tank.
- g. All grouting / setting of risers or grade adjustment rings and covers are the responsibility of contractor. Contractor is responsible for water-tightness on the installation of these.
- h. Excavation prepared with minimum 6" around sidewalls clearance and proper depth for setting of tank. See product design sheets for dimensions.
- i. Larger tanks or sites with sluffing material may require an on-site crane for setting supplied by contractor. Check with our office staff prior to setting should these conditions exist for lifting and reach capabilities. Sites with seasonal or high groundwater problems MUST be addressed prior to production. Some instances will require a precast anti-flotation ring cast on the exterior of the tank. Tanks in non-traffic areas will require using boots at inlet/outlet, or PVC flange adapters cast-in access holes. Tanks in traffic areas will require contractor to seal water-tight the grade adjustment rings and use cast-iron bolt-down gasketed ring and covers. This site information must be conveyed by contractor to Inland Northwest Precast at time of order to accommodate time to produce the product.

INSTALLATION GUIDELINES

General Requirements (ASTM C891)

These guidelines include additional requirements not discussed in ASTM C891. However, the requirements of ASTM C891 shall be followed and considered as a minimum in addition to these guidelines.

The subgrade, bedding, and backfill requirements presented in this guideline are considered minimum. The recommendation of the project geotechnical engineer must be utilized if they exceed the minimums included here.

Excavation

Appropriate dewatering and maintenance of all water levels below the sub-grade elevation until the excavation is fully backfilled are required to assure that grades are maintained, the structure does not float, and the subgrade and base materials are not compromised.

Subgrade and Base Material Preparation

Sub-grade materials shall be improved by compaction or replacement. A minimum compaction to not less than 90 percent of the maximum density as determined by the ASTM D1557 is required. The in-place density shall be determined by either ASTM D1556 or ASTM D6938 in-place test method. A minimum of 6" thick granular base material shall be placed and compacted to not less than 90 percent of the maximum density as determined by ASTM D1557. The in-place density shall be determined by either ASTM D1556 or the ASTM D6938 in-place test method. The base material shall be graded level.

Installation Procedures

DO NOT install damaged precast concrete sections unless approved by the Owner. DO NOT field modify the structure unless it is determined by Inland Northwest Precast that such modifications will not adversely affect the integrity of the structure.

Only install structures under conditions for which the structure was designed. Examples include proper bury depth, consideration of ground water table, and proper soil stability.

After the excavation has been completed to the required dimensions specified on the project plans, level off the area where the base section (bottom piece) will be located. If necessary, to provide a more level and solid foundation, fill in and compact with fine soil, sand, or gravel.

Set the base as level as possible so any water in the structure will drain toward the sumps. Assure proper lifting equipment is used prior to handling product.

Since site conditions, products, and delivery equipment vary tremendously, the logistics must be carefully considered to determine the best possible approach for delivery and setting, including but not limited to:

- a. Crane capacity

- 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 trucks crane rated capacity and setback distance from the excavation.
- c. The type of terrain, site slope, and ground conditions for outrigger placement.
- d. The access route for the boom truck or other equipment.
- e. Overhead restrictions (power lines, tress) and other physical restraints.

ANY of the above could prevent Inland Northwest Precast from setting the structure.

NOTE: If for any reason Inland Northwest Precast cannot set the structure, Inland Northwest Precast will not be responsible or charged for setting by any other installation means.

Check that the structure is level while connected to the crane.

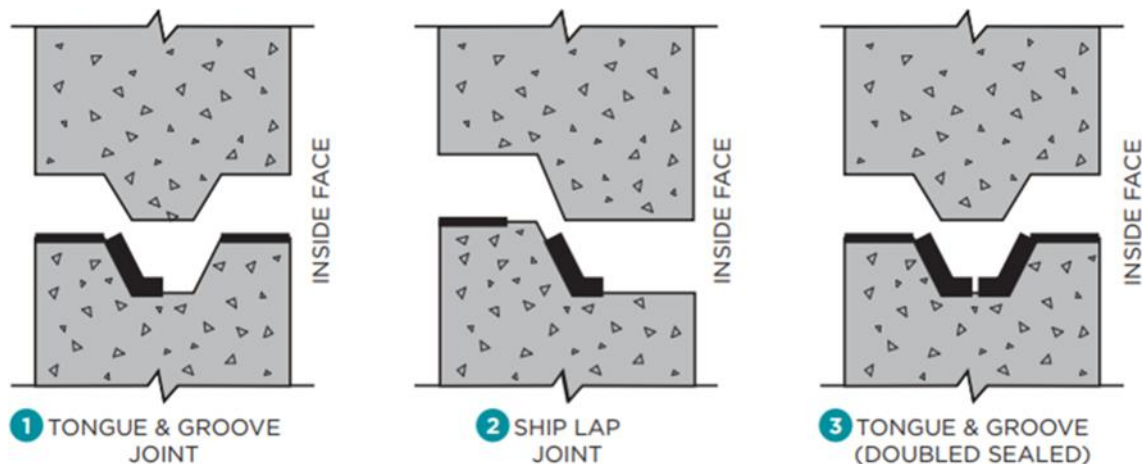
Assemble the structure by lowering each section into the excavation. Lower, set level, and firmly position the base section before placing the additional sections.

Where the possibility exists of a watertight structure becoming buoyant in a flooded excavation, take necessary steps avoid flotation of the structure.

To ensure joint integrity when joining sections of precast concrete structures, give particular attention to removing all foreign materials such as dirt, mud, and stones from joint surfaces and see that all sealing materials are placed properly.

Joint Sealant

Upon arrival of the utility structure at the project, the contractor’s personnel shall place the mastic joint sealant (Butyl Rubber Sealant) into the grooves of the product as shown in the following details:



NOTE: If the water table is expected to rise during rainy periods, it is recommended that double sealant be used. (as shown in Sketch 3)

The placement of the sealant shall be applied as follows:

1. Clean joints surfaces with a brush.
2. Remove the specially treated protective paper from the sealant.
3. Place the sealant on the cleaned joint surface per applicable sketches above.
4. Press the sealant firmly into place with a 1" overlap of each strip around the entire joint.
5. The structure top or riser section is now ready to be placed.

Backfilling

Do the backfilling as soon as practical after the structure has been placed. Excavations shall meet or exceed the requirements of the local permit granting authority and be backfilled with granular material free from large stones, rocks, pavements, etc. Expansive soil material shall not be used as backfill around the structure.

Backfilling shall be achieved by using mechanically compacted lifts (layers).

If mechanically compacted backfill is utilized, the maximum single lift height is 12 inches of loose material. The lifts shall be uniformly placed around the entire utility structure and individually compacted to not less than 90 percent of the maximum density as determined by ASTM D1557. The in-place density shall be determined by either ASTM D1556 or ASTM D6938 in-place test method.

Restoration

When a precast concrete structure is placed in an unpaved area, slope the area around the entrance frame and cover to provide drainage away from the entrance cover. Slope the final grading upward to within 1 inch of the top surface of the frame and cover.

Restoration of the area where the structure was installed shall meet the requirements of the local granting authority, or the property owner. Follow-up inspections for settlement are required.

Should settlement occur, the contractor shall be responsible for the necessary repair to restore the area to its original condition in accordance with the terms of their agreement.