

TERMS AND CONDITIONS

1. Seller shall deliver, and Buyer shall accept delivery, of all Product into Buyer's trucks or other receptacles at Seller's place of business at 2927 Mokumoa Street, Honolulu, Hawaii. Seller shall not deliver any Product to Buyer at any other location.
2. Buyer shall be responsible for providing appropriate and safe vehicles or receptacles to be loaded and qualified, licensed drivers for accomplishing product loading and transporting.
3. Buyer shall maintain general liability insurance covering bodily injury, death and property damage with minimum limits not less than \$1,000,000.00 per occurrence and in the general aggregate, with Walker-Moody Construction Company, Limited and Walker-Moody Pavement Products & Equipment, Limited dba SealMaster Hawaii as additional insured parties. Buyer must provide (or have on file with Seller) proof of current insurance coverage before Buyer shall receive any load of Product.
4. Product loading shall be done by appointment between 7:00 a.m. and 3:00 p.m., Monday through Friday, except for federal and state holidays and any other days that Seller is closed for business.
5. The quantities of the Product delivered to Buyer shall be measured by a mass meter operated and maintained by Seller at its own expense. The quantity of the Product shall be determined by the net weight of the Product delivered as determined by such mass meter.
6. Title to, possession of and the risk of loss of Product shall pass to Buyer upon loading of Product into Buyer's trucks or receptacles.
7. Buyer covenants and agrees that all Product delivered to Buyer shall be transported, stored, and used in accordance with all applicable federal, state and local laws, rules, regulations and enforcement procedures. Buyer shall indemnify and hold Seller harmless from and against any and all loss, damage, injury, cost of defense, attorneys' fees and expenses resulting from any negligence or wrongful act by Buyer or its employees, agents, or licensees in the transportation, storage or use of any Product delivered to Buyer, including but not limited to injury to or death of any person or persons or property damage.
8. Seller shall not be liable for any special, consequential, incidental or indirect losses or damages resulting from the sale, purchase or delivery of Product or for any punitive, exemplary or multiple damages, all of which damages are expressly excluded and limited. Any claim concerning the quantity or quality of any Product delivered shall be irrevocably waived unless made by written notice delivered promptly upon discovery of such dispute, but in no event no later than sixty (60) days after the delivery of the Product in issue.
9. SealMaster warrants that Product meets the chemical composition and performance requirements set forth in Technical Data. Liability to the buyer or user of this product is limited to the replacement value of the product only.
10. Payment of this invoice is due (30) days from date of invoice. Any amount unpaid by the due date may be assessed a late charge of 5% of the amount unpaid, and interest at the rate of 1% per month from the date payment was due. Seller may recover all costs, expenses and attorneys' fees it may incur in collecting any amount unpaid.
11. We reserve the right to refuse service to anyone at any time.