

## WARRANTY

Producer warrants that, at the point of discharge, its Product(s) will conform to applicable specifications for compressive strength, durability and workability in the current American Society for Testing and Materials (“ASTM”) C94/C94M Standard Specification for Ready-Mixed Concrete (“ASTM Standards”) or other alternative specifications that are agreed upon in writing when tested in accordance with applicable ASTM procedures, and evaluated in accordance with all applicable American Concrete Institute (“ACI”) standards and guidelines. THE FOREGOING WARRANTY IS EXCLUSIVE. PRODUCER DISCLAIMS ALL OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, INCLUDING OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

For the avoidance of doubt, Producer makes no warranty with respect to (i) the Product after the point of discharge, including placing, finishing or curing of the Product; (ii) any finished work in which the Product is used; or (iii) the suitability of the Product for any particular use. Furthermore, the warranty set forth herein shall not apply and Producer shall have no liability hereunder if (i) sampling and testing of the Product is not in strict accordance with applicable ASTM procedures, ACI standards and guidelines, and/or the requirements of the Pennsylvania Building Code, PA IBC or PA IEBC, or if the results are not interpreted in strict accordance therewith; or (ii) Buyer fails to supply any applicable project specification, supplies an incorrect project specification, or orders Product that does not meet applicable ASTM Standards.

To ensure that proper acceptance testing is performed on the Product, Producer’s warranty is also expressly conditioned upon completion of the attached **Checklist For Requirements for Proper Acceptance Testing of Concrete** by the Buyer’s and/or Owner’s testing agency. If Producer determines, in its sole discretion, that the proper sampling and testing procedures were not followed by any testing agency, if the Checklist is not completed in its entirety or if the testing agency fails to provide test reports bearing the signature of the responsible licensed professional engineer, Producer reserves the right to refuse further delivery of the Product until such time as Buyer and/or Owner is compliant with these terms and/or to terminate its Purchase Order or other agreement with Buyer, all without penalty to Producer. Any cost for additional testing, repairs, replacement Product or delays due to improper sampling, testing or inspection procedures shall be the responsibility of Buyer and/or Owner.