



Purchase Agreement

Terms of Sale

Effective Date:	The Effective Date of this Purchase Agreement is November 1, 2011.
Payment Terms:	Net 30 with approved credit, otherwise C.O.D., unless particular project terms have been established. Prices are subject to all applicable Federal, State, and Local Sales Taxes. If exempt, exemption certificate must be furnished. Prices are subject to change without notice prior to delivery.
Job Changes:	Customer agrees to notify Nance Precast Concrete (the "Company") immediately of any structure changes in writing. In the event structure(s) have been produced, Nance Precast agrees to rebuild structure(s), as per change(s) at customer's expense. Customer agrees to pay for structure(s) already produced prior to notification of structure change(s).
Delivery:	All products shall be delivered FOB Nance Precast Concrete Plant. Customer may arrange for delivery. If the Company is arranging for delivery, actual cost of delivery will be invoiced to the customer including all storage, surcharges or other add-on costs.
Delivery Denied:	Delivery must be taken within 60 days of notice of availability or billing will automatically commence and payment terms will be in effect as of the date of invoicing. The Company reserves the right to charge a storage fee beginning 60 days after notice of availability.
Restocking Fee:	All merchandise accepted by the Company for return will be F.O.B. the Company's plant and subject to a 30% restocking fee. Acceptance for return shall be at the Company's sole discretion.
Payment Location:	Any payment under this agreement shall be made to Nance Precast Concrete, PO Box 116, Piedmont, OK 73078 unless otherwise indicated on the invoice. Partial payments of any invoice will be applied first to interest and costs and then to principal.
Past Due Accounts:	All accounts due the Company that are not paid when due shall bear interest, beginning thirty (30) days after the date of invoice, at a monthly interest rate of 1.5%. Company reserves the right to place a hold on any pending or future orders by a

customer with a past due account and change account status to C.O.D. and/or prepaid status. Company reserves the right to grant additional time to repay delinquent balances in its sole discretion.

Warranty:

The Company makes no warranties, expressed or implied on any product, including any warranty of merchantability or fitness for a particular purpose. The amount of recovery under warranty shall be limited to the purchase price of the product. Any damage to product or material must be noted on delivery ticket at the time of receipt of product or material or the claim is unenforceable. Under no circumstances is the customer entitled to any claim or payment for loss of profit, or any other money damages, special, direct, indirect, incidental or consequential. Product sold by, but not manufactured by, the Company are warranted only to such extent as said products are warranted to the Company by the manufacturer.

Collection Expense:

Customer agrees to pay for reasonable attorney's fees and related expenses incurred by the Company to protect its legal rights, including but not limited to the Company's legal case.

Acceptance:

Customer has read and hereby agrees to the terms and purchase conditions set forth in this agreement. Customer waives notice of acceptance of this agreement and any obligations to which it applies.

The terms of the Purchase Agreement will continue in full force and effect until terminated by the Company

Modification of Terms:

Terms of sale can only be modified by written agreement expressly referencing the Purchase Agreement which is signed by the Purchaser and the Company. Any attempt to modify any of the terms of the Purchase Agreement by Purchase Order or otherwise without the express written consent of the Company shall be void and unenforceable.

Incorporation by Reference:

This Purchase Agreement shall be incorporated by reference in any quote or order placed with the Company

Applicable Law:

This Agreement shall be governed by the laws of the State of Oklahoma.

Company Name: _____

Customer Name: _____

By: _____

By: _____

Date: _____

Date: _____