NANCE PRECAST CONCRETE PRODUCTS - PURCHASE AGREEMENT

EFFECTIVE DATE:

The effective dated of this Purchase Agreement is November 1, 2011.

PAYMENT TERMS:

Net 30 with approved credit, otherwise COD, 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 Products immediately of any structure changes in writing. In the event structures have been produced, Nance Precast Concrete Products agrees to rebuild the structures, as per the changes at the customer's expense. Customer agrees to pay for the structures already produced prior to notification of any changes.

DELIVERY:

Projects are quoted to include delivery to the jobsite based on full truckloads. If customer requests Nance Precast Concrete Products to ship partial loads, additional freight will be applied. For any delays in unloading that cause our trucks to wait beyond 1 hour, then an hourly wait fee of $100 will be charged for each hour beyond the first.

RESTOCKING FEE:

Returns of stock items, which are 4' diameter risers, cones, flat tops and pipe will be considered for return with a 30% re-stock fee and freight back to our plant in Piedmont. If the product is deemed not to be re-sellable by Nance Precast Concrete Products, then no credit will be applied. Non-stock items will not be accepted for returns.

PAYMENT LOCATION:

Any payment under this agreement shall be made to Nance Precast Concrete Products, PB 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 to Nance Precast Concrete Products 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%. Nance Precast Concrete Products reserves the right to place a hold an any pending or future orders by a customer with a past due account and change the account status to COD and/or prepaid status. Nance Precast Concrete Products reserves the right to grant additional time to repay delinquent balances in its sole discretion.

WARRANTY:

Nance Precast Concrete Products 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 the delivery ticket at the time of receipt of the 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, indirect, incidental, or consequential. Product sold by, but not manufactured by Nance Precast Concrete Products are warranted only to such extent as said products are warranted to Nance Precast Concrete Products by the manufacturer.

COLLECTION EXPENSE:

Customer agrees to pay for reasonable attorney fees and related expenses incurred by Nance Precast Concrete Products to protect its legal rights, including, but not limited to Nance Precast Concrete Products 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 Nance Precast Concrete Products.
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 Nance Precast Concrete Products. Any attempt to modify any of the terms of the Purchase Agreement by Purchase Order, or otherwise without express written consent of Nance Precast Concrete Products shall be void and unenforceable.
INCORPORATION BY REF:	This Purchase Agreement shall be incorporated by reference in any quote or order placed with Nance Precast Concrete Products.
APPLICABLE LAWS:	This agreement shall be governed by the laws of the State of Oklahoma.

COMPANY NAME:	CUSTOMER NAME:
BY:	DATE:
BY:	DATE:

****Email the completed Purchase Agreement to brandon@npcp.net****