

**WELLINGTON HAMRICK, INC. TERMS OF SALE AND DELIVERY**

**TERMS OF RECEIPT**

By placing an order for materials from Wellington Hamrick, Inc., customer authorizes purchase and delivery without customer’s signature. The signature and written statement of Wellington Hamrick, Inc.’s employee or agent who delivers the materials describing the materials delivered and the delivery location shall be conclusive evidence of delivery of the materials to the customer under the term of this agreement.

**COMPETENT AGENT**

The customer shall have a competent agent at the delivery site to direct trucks and to receive all materials.

**DAMAGES**

All materials upon entry of the jobsite or delivery to the jobsite shall become the sole responsibility of the customer and all risks of loss, damages or injury shall be assumed exclusively by the customer. Damages shall include, but not limited to truck damages to: existing concrete drives, concrete walks, concrete slabs, asphalt drives, asphalt walks, asphalt curbs,

signs, grass, flowers, planters, pools, playground equipment, mobile homes, building supplies, trees, and any other vehicles or structures not listed herein.

**CLEAR AND SAFE ENTRY**

Clear and safe passage in and out of the jobsite is the sole responsibility of the customer, any failure to reach delivery point shall be the sole responsibility of the customer. Customer shall provide safe entrance into jobsite whether pulling into or backing into jobsite is required. All traffic management shall be the sole responsibility of the customer. Adequate signage and flaggers shall be the sole responsibility of the customer.

**WRECKER CHARGES**

Customer will be responsible for any and all wrecker charges to safely and effectively move truck into and out of jobsite. Customer assumes responsibility for payment of any concrete ordered whether placed or not. Allowable truck unloading time is a maximum of one hour. Standing charges for truck shall ensue thereafter at the rate of \$ 100.00 per hour.

\_\_\_\_\_  
Customer or agent

\_\_\_\_\_  
Wellington Hamrick, Inc. Driver

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date