

# MORIARTY CONCRETE PRODUCTS

P.O. Box 941  
Moriarty, New Mexico 87035  
(505) 832-4739

Date: 5/12/90

Deliver To: 7 m. S. SOUTH OF ESTANCA

Delivery Location: 1/2 m. EAST - 1/2 m. S.  
(Not Box #)  
NEAR TO DRY RQ.

Sold To: LUKE BENZ - CURT BENZ  
P.O. BOX 198

ESTANCA, N.M. 87016

**TERMS: C.O.D. — NET 30 DAYS WITH APPROVED CREDIT.**

**CAUTION:** FRESHLY MIXED CEMENT, MORTAR, CONCRETE, OR GROUT MAY CAUSE SKIN INJURY, AVOID CONTACT WITH SKIN WHENEVER POSSIBLE AND WASH EXPOSED SKIN AREAS PROMPTLY WITH WATER. IF CEMENT OR CEMENT MIXTURES GET INTO THE EYES, WASH IMMEDIATELY WITH WATER AND GET PROMPT MEDICAL ATTENTION.

**RELEASE OF LIABILITY:**

IT IS THE BEST JUDGEMENT OF OUR DRIVER THAT DAMAGE TO THIS PROPERTY MAY RESULT ON ENTERING YOU HEREBY AUTHORIZE HIM TO ENTER AND YOU ACCEPT FULL RESPONSIBILITY FOR SAID DAMAGE.

DRIVER INITIALS

REMARKS:

BUYER'S SIGNATURE

*[Signature]*

AUTHORIZATION TO ADD WATER TO CONCRETE

TRUCK # 4

Gallons By: 5

(see #10 back of form)

**CHANGES:**

|                      |  |       |            |
|----------------------|--|-------|------------|
| TYPE OF POUR         |  |       |            |
| CUBIC YARDS REQUIRED | THIS DELIVERY  | ACCM. | CY ORDERED |
| MIX DESIGN           | <u>SLURRY</u>  |       |            |
| SAMPLES TAKEN        | <input type="checkbox"/> YES <input type="checkbox"/> NO |       |            |

| ITEM                    | YARDS            | @ | EXTENSION           |
|-------------------------|------------------|---|---------------------|
| CONCRETE                |                  |   |                     |
| <del>ADMIX</del> CEMENT |                  |   | <u>9400 LBS.</u>    |
| <del>ADMIX</del> WATER  |                  |   | <u>600 gallons.</u> |
| ADMIX                   |                  |   |                     |
| TRUCK TIME              |                  |   |                     |
| ZONE CHARGE             |                  |   |                     |
| SMALL LOAD CHARGE       |                  |   |                     |
| SERVICE CHARGE          |                  |   |                     |
| OTHER                   |                  |   |                     |
| <b>Thank You</b>        | SUB TOTAL        |   | <u>470.00</u>       |
|                         | SALES TAX        |   | <u>2.44</u>         |
|                         | TOTAL AMOUNT     |   | <u>472.44</u>       |
|                         | DUE ALL INVOICES |   | <u>992.88</u>       |

Well Benz # 2  
Sec. 18 TWP 5N R9E 9E.  
Pd CK # 13007

| MILEAGE       | TIME        |              |
|---------------|-------------|--------------|
| LEAVE PLANT   | LEAVE PLANT | FINISH POUR  |
| <u>17038</u>  | <u>6:10</u> |              |
| ARRIVE JOB    | ARRIVE JOB  | LEAVE JOB    |
| <u>17063</u>  | <u>8:49</u> |              |
| DELIVERED BY  | START POUR  | ARRIVE PLANT |
| <u>#10944</u> |             |              |

**13710**

RECEIVED BY: [Signature]

**TERMS & CONDITIONS ON BACK OF THIS FORM ARE AGREED TO IN FULL.**

ALL ACCOUNTS NOT PAID IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREIN WILL BE CHARGED INTEREST AT A RATE OF 1 1/4% OF THE UNPAID BALANCE PER MONTH (15% PER ANNUM).

## IMPORTANT NOTICE TO OWNER

PERSONS FURNISHING LABOR, EQUIPMENT OR MATERIALS FOR THE IMPROVEMENT OF YOUR PERSONAL PROPERTY MAY COLLECT THEIR MONEY FROM YOU BY A MECHANIC'S OR MATERIAL MAN'S LIEN PURSUANT TO SECTIONS 48-2-1 THROUGH 48-2-19 M.S.A. 1978 ON YOUR PROPERTY IF THEY ARE NOT PAID BY THE CONTRACTOR FOR THEIR LABOR, EQUIPMENT OR MATERIALS, EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR FOR THOSE ITEMS. YOU MAY WISH TO DISCUSS WITH YOUR CONTRACTOR POSSIBLE MEANS OF AVOIDING DOUBLE PAYMENT.

## GENERAL TERMS AND CONDITIONS

1. **TERMS OF PAYMENT:** For approved credit, terms are 30 days net cash unless other terms are agreed upon. If any claim in the opinion of Mortenson Concrete Products, hereinafter known as the Seller, the financial solvency of the Purchaser becomes impaired or unsatisfactory, Seller reserves the right to require payment in advance or other security for deliveries. These terms are the essence of all quotations and deliveries.
2. **CONTINGENCIES:** Seller will not be responsible for failure to make delivery when prevented by strikes, labor troubles, accidents or necessary repairs to machinery, fire, flood, inability to obtain transportation materials or in the event of inability to obtain at reasonable costs, electric power, other fuel or operating materials or machinery, or by reason of any other contingencies beyond Seller's control.
3. **TAXES:** Any taxes that are, or may be, levied by the United States Government or any state or political jurisdiction thereof on the materials, or on the ingredients in the materials from which Seller's products are made, or on the selling price of the product or on incidental transportation charges, when same are paid or required to be paid or collected by Seller, shall be added to the prices named.
4. **DELIVERY INSTRUCTIONS:** Purchaser is to give exact delivery instructions with a reasonable time before delivery is to be made. Any claims for delays encountered on the job by Purchaser that may be caused by Seller's delay in delivery will not be allowed. All deliveries by Seller are made to the best of its ability and dispatch. The Purchaser agrees to notify Seller not later than 9 A.M. the day before a pour in excess of 20 cubic yards will be required.

In the event Purchaser orders delivery beyond curb line Seller shall not assume liability for damage to sidewalks, driveways or other property, and Purchaser hereby agrees to indemnify and hold Seller harmless against all liability, loss and expense incurred as a result of such deliveries.

5. **DELIVERIES:** Not more than 10 cubic yards of concrete per hour will be delivered on the work, except by special arrangement. Concrete prices are based on full loads, unless a smaller amount is required to finish a day's pour. For less than full loads an additional charge will be made. An additional charge will be made for all deliveries before 7 A.M. or after 4 P.M. on weekdays, and for all deliveries on Saturdays, Sundays and all legal holidays. Prices for over time or holiday deliveries will be quoted on application. The Purchaser agrees to provide suitable roadways or approaches to points of delivery when concrete is delivered in places other than on paved streets. In the event delivery is made beyond curb line, Seller will not assume liability for damage to sidewalks, driveways or other property, and Purchaser agrees to indemnify and hold Seller harmless against all liability, loss and expense incurred as a result of such deliveries.
6. **DAMAGE TO TRUCKS AND EQUIPMENT:** Purchaser agrees that any and all cost for repairs necessitated by damage to Seller's trucks and/or equipment resulting from the Purchaser's method of unloading, or from any other cause due to the Purchaser's negligence while on the site of the work shall be borne by the Purchaser.
7. **DETENTION OF TRUCKS AT THE BUILDING SITE:** A maximum of 10 minutes free time per cu. yd. is allowed for unloading. Trucks held at the job for more than 10 minutes per cu. yd. will be billed at the TARIFF RATE.
8. **MATERIALS:** The materials used in concrete are warranted to meet the applicable A.S.T.M. specifications. Responsibility to meet any other specification shall not be implied unless definite mention is made thereof. Aggregates used by Seller in manufacturing concrete are inspected and approved by competent engineers holding registration with the State Registration Board for Professional Engineers.
9. **PROPORTIONS:** The proportions shall be in accordance with the engineer's or architect's specifications except where the compressive strength of the concrete is guaranteed by Seller, in which case the proportion shall be set by Seller and shall be such that when the concrete is sampled, moulded into test cylinders, cured and tested in accordance with the provisions of the A.S.T.M., the strength guarantee provisions of A.S.T.M. Specification C 84-78 for Ready-Mixed concrete will be met.
10. **STRENGTH:** Seller warrants that the concrete will meet the design strength or other requirements specified by the Purchaser, or at his request, Seller is no longer responsible for either the strength or the strength of the concrete as tested.
11. **VOLUME:** of concrete delivered is based on the wet volume and plastic unit weight at time of discharge.

## AD MIXTURE CODE EXPLANATION

Types and indicated purposes of chemical admixtures to be added to portland cement concrete as specified by A.S.T.M. designation C-494-71.

| Type   | Purpose                                    | Type   | Purpose         |
|--------|--|--------|-----------------|
| Type A | Water-reducing admixtures                  | AE     | Other Admixture |
| Type B | Retarding admixtures                       |        |                 |
| Type C | Accelerating admixtures                    |        |                 |
| Type D | Water-reducing and retarding admixtures    |        |                 |
| Type E | Water-reducing and accelerating admixtures |        |                 |
|        |  | Type W | Waterproofing   |
|        |  | P      | Pumping         |