



## Project Quotation Masonry Division

### Masonry Sales

Phone: (405) 949-2278

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Email: masonryprojects@dolese.com

**Project:** OMES Solicitation #SW180665 - Duracal Cement

**Address:** 5005 N. Lincoln Blvd., Suite 300

**City:** Oklahoma City

**State:** OK

**Directions:**

**County:** Oklahoma

**Project Volume:** 1

**Quote Number:** 24-00458

**Date:** 3/1/2024

Dolese Bros. Co. ("Seller") is pleased to offer to sell and deliver to you, the below listed products for the project referred to above, at the following base prices, subject to the terms and conditions stated below and on the attachments hereof, and subject to verification that job specifications are not inconsistent with our regular approved products for classes indicated:

Item No	Product	Unit Price	Unit	Unit Weight	Delivery	Total	Notes
WH71114	USG DURACAL BRAND CEMENT - 50 LB BAG	\$35.00	EACH	50.00	\$0.00	\$35.00	Price per sack delivered
SHOTCRETE	SHOTCRETE	\$27.00	EA	60.00	\$0.00	\$27.00	Price per sack delivered

Clarifications & Exceptions

There may be 6-8 weeks lead-time for delivery. Pricing is based on full truck load quantity, 880 bags, only. Customer must have a forklift to unload material and material must be unloaded 30 minutes of arrival or a \$150.00 per hour holding charge will apply. There are no returns on non-stock items.

Price listed is per sack delivered.

Dolese submits this quotation during the COVID-19 pandemic and world-wide supply chain issues, both of which have caused unusual delays in the receipt of some of the materials required to make our products. Accordingly, any scheduled delivery date of our products is provided as our best reasonable estimate and is subject to change. Dolese will endeavor to abide by its scheduled delivery date, but cannot guarantee the same. So long as Dolese is making a bona fide effort to make and deliver the products, it shall not be considered in default, subject to damages, nor shall the order be subject to cancellation without payment of appropriate cancellation costs.

Please review the special order agreement below. Please review the products and quantities within the agreement for accuracy. After review sign and return the special order agreement and we will begin production of your order. We cannot begin production of your order until we have received the signed special order agreement. Please note this is a binding agreement and by signing and returning the document you agree to purchase the products within in the quantities listed.

THIS SPECIAL ORDER AGREEMENT (this "Agreement") is made and entered into as of the latest date for approval by all Parties as indicated below (the "Effective Date"), by and between Dolese Bros. Co. (the "Seller") and the Party above listed as the Customer (the "Customer" or "Purchaser"). In consideration of the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Seller and Purchaser (each, a "Party", and collectively, the "Parties") agree as follows:

Customer orders and agrees to purchase from Seller and Seller agrees to accept the order and manufacturer and/or supply for Customer, all of the above listed Special Order Items (the "Products"). Customer has verified that all quantities, descriptions, shapes, colors, prices and delivery fees (if any) as listed above are correct. Customer understands and agrees that this is a special order and once the Products are produced Customer must purchase the total quantity. Products are non-returnable and non-refundable and no credit shall be issued for such Products. The Customer understands and agrees that the Products are specially designed and custom built and that the Seller takes immediate steps upon execution of this Agreement to design, order, and construct the Products; therefore, this Agreement is not subject to cancellation by Customer. Customer understands and agrees that the Products may be made of concrete which is composed of natural materials; therefore, variations in color and texture should be anticipated. Furthermore, if any of the Products contain color, Customer understands and agrees that Seller cannot guarantee any color match and will not accept responsibility for final color, or variations in color, due to the many variables outside of Seller's control that affect it. Warranty information and limitations, and other terms and conditions are shown in the General Terms and Conditions of Sale attached hereto and made a part hereof this Agreement.

Payment Terms: Net 15th of Following Mo.      Prices Firm Through: 6/30/2024      Escalation:      Frequency: 3 Months

## GENERAL TERMS AND CONDITIONS OF SALE

**WARRANTY.** SELLER PASSES THROUGH TO PURCHASER THE MANUFACTURER'S WARRANTY, IF ANY, AND NO ORAL REPRESENTATIONS OR WARRANTIES ARE BINDING ON SELLER. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE PRODUCTS FOR ANY PARTICULAR USE OR PURPOSE, EITHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, OR THAT THE PRODUCTS ARE FREE OF LATENT DEFECTS. PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT SELLER IS NOT A MANUFACTURER OF THE PRODUCTS AND WAIVES ALL CLAIMS FOR DAMAGES FOR BREACH OF WARRANTY, INCLUDING CLAIMS FOR BODILY INJURY (INCLUDING DEATH), PROPERTY DAMAGE, DELAY OR BUSINESS INTERRUPTION TO PURCHASER OR THIRD PARTIES. UNDER NO EVENT SHALL SELLER BE RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL CONSEQUENTIAL OR EXEMPLARY DAMAGES HOWEVER OCCURRING.

### I. DELIVERY CONDITIONS

**SCHEDULING DELIVERIES:** It is the intent of the Seller to have the in-stock products delivered to Purchaser's site at the time ordered by Purchaser, but cooperation and two business days' advance notice are necessary to facilitate timely delivery. Seller agrees to use commercially reasonable efforts in meeting requested delivery schedules but cannot guarantee same. Special arrangements must be made for deliveries of large quantities.

**PLACE OF DELIVERY:** When deliveries are made to places other than on paved streets, Purchaser must provide suitable roadways or approaches, permitting safe access of trucks to the point of delivery under their own power. Seller reserves the right to refuse deliveries in the event such roadways are not provided. If Purchaser orders deliveries beyond the curb line, Purchaser shall be responsible for removal of mud from truck wheels and tires, and Purchaser assumes all liability for, and agrees to hold Seller harmless from, damage to equipment, sidewalks, driveways, roads, or other property, resulting from truck weight or inadequate roadways or approaches to unloading points.

**FORCE MAJEURE:** Seller will not be responsible for failure to make delivery when prevented by strikes; by D.O.T. drivers' hours of service; by accidents or necessary repairs to machines or equipment; by fire, flood, power failure, water supply failure, or adverse weather conditions; by inability to procure materials, fuel or other components necessary for delivery; by Government regulations, requirements or orders; by war, terrorism, vandalism, sabotage, riots or blockades; by cyber-attacks; by pandemics; by any other cause beyond the Seller's reasonable control.

### II. QUALITY ASSURANCE

**TESTING:** All product and material testing shall be at the expense of Purchaser, Architect, Engineer, or Owner.

**QUANTITIES:** Quantity take-offs furnished by Seller are for internal estimating purposes only and are not guaranteed to be an accurate amount of material needed for the project.

**INSPECTION:** Prior to unloading the material delivered, Purchaser shall inspect delivery tickets for conformity with order.

**FINISHED WORK:** Since Seller has no control over the installation, or handling of masonry products after unloading, Seller cannot guarantee the finished work for which its material is used.

**COLORED CONCRETE PRODUCTS:** Seller will accept no responsibility for final color, or variations in color, due to the many variables outside of our control that affect it.

**EFFLORESCENCE:** Efflorescence will likely happen with any product made with portland cement and should be anticipated.

### III. ADDITIONAL CHARGES

**PRICES/ESCALATION:** Prices on products are firm through the date indicated; after which time, the escalation amounts and frequency shall apply. All other charges are subject to change at any time.

**DELIVERY HOURS:** Normal business hours are from 7 a.m. to 5 p.m., Monday through Friday.

**TAXES:** Any excise or sales taxes that are or may be levied by any state or political subdivision are additional charges to Purchaser. Any exemption for nonpayment of said excise or sales tax must be presented in writing to Seller by Purchaser prior to time for payment of such taxes by Seller.

### IV. MISCELLANEOUS

**QUOTE ACCEPTANCE:** Prices quoted are subject to acceptance within 45 days. Purchaser shall be deemed to have accepted this Project Quotation upon either (i) acknowledging its receipt by signing and returning to Seller, or (ii) by placing orders for any products for the project identified herein; and such acceptance includes all pricing, clarifications & exceptions, and these General Terms and Conditions of Sale. Unless there is another agreement signed by Seller pertaining to this project for the products offered herein that expressly states its terms control and govern, then Seller and Purchaser shall be bound only by the terms and conditions contained herein this Project Quotation. By accepting this Project Quotation, the recipient agrees that it will, and it will cause its directors, officers, employees and representatives to use the Project Quotation and all of the information contained therein only to evaluate a specific job with Dolese and for no other purpose and shall return this Project Quotation together with any copies to Dolese upon request. The Project Quotation contains confidential material which is non-public information concerning Dolese and its products. Receipt of this Project Quotation constitutes your acknowledgement that you will maintain the information contained herein in strictest confidence.

**CLAIMS:** As to any matter wherein Purchaser intends to make a claim against Seller, written notice must be given to Seller promptly upon discovery of facts upon which the claim may be based, and Seller shall be given full opportunity to investigate them. Otherwise, said claim shall be deemed waived.

**FORM OF CONTRACT:** Seller is a supplier of materials, within the meaning of applicable laws and regulations, and is not to be deemed a subcontractor.

**ARBITRATION:** Any and all disputes arising under the terms of performance of this contract shall be resolved by an independent arbitrator to be chosen by the parties.

**GOVERNING LAW:** This contract shall be governed by and construed in accordance with the laws of the State of Oklahoma.

### V. SPECIAL-ORDER PRODUCTS TERMS AND CONDITIONS

If Customer is requesting Seller to obtain special-order products ("Special-Order Products") as above indicated in this Quote, then Customer acknowledges and agrees that it has verified that all quantities, descriptions, shapes, colors, prices and delivery fees (if any) are correct. Customer understands and agrees that such designated products are Special-Order Products and Customer must purchase the total quantity. Special-Order Products are non-returnable and non-refundable, and no credit shall be issued for such Special-Order Products. The Customer understands and agrees that the Special-Order Products are specially designed and custom built, and that such products cannot be cancelled. Customer understands and agrees that the Special-Order Products may be made of concrete which is composed of natural materials; therefore, variations in color and texture should be anticipated. Furthermore, if any of the Special-Order Products contain color, Customer understands and agrees that Seller cannot guarantee any color match and will not accept responsibility for final color, or variations in color, due to the many variables outside of Sellers control that affect it. Warranty information and limitations, and other terms and conditions are shown herein these General Terms and Conditions of Sale of this Quote.

Purchaser Acknowledges and Accepts this Quote including its Clarifications & Exceptions and General Terms and Conditions of Sale.	
Customer:	
By:	Date:
Print:	Title:

**Note:** Please sign and date this Quote and return to Dolese Bros. Co. No Special-Order Products will be ordered until a signed Quote is received by Dolese Bros. Co.