

## CONDITIONS OF SALE

1. Customer is responsible for submittal and approval of proposed mix designs. SBAC is not liable for any material unless a current and approved mix design is on file with our Quality Control Department.
2. **Materials are F.O.B. shipping point, freight prepaid.** Materials sold become the property of the purchaser at point of origin. Superior Bowen Asphalt will schedule the delivery and arrange for the transportation of the asphalt to your site. The customer will assume liability for any damage to sidewalks, driveways, utility lines, meters, septic systems or any other property by the hauler, during the delivery of the asphalt on the site. No cancellation of orders shall be accepted from the purchaser after the asphalt has been loaded in the carrier's trucks at our plant.
3. Superior Bowen Asphalt is not responsible for and does not guarantee or make any warranty for the finish or condition of the asphalt after unloading.
4. Failure of the customer to pay for the delivered asphalt when due shall constitute its agreement to pay all reasonable costs of collection, without limitation, attorney or collection fees, as well as interest at the rate of 18% or the maximum allowed by law per annum on any unpaid balance, such interest to commence at the due date.
5. Account with balances over 60 days will be subject to credit hold.

### FOR DELIVERIES MADE IN MISSOURI:

#### Notice to Owner

Failure of this contractor to pay those persons supplying material or services to complete this contract can result in the filing of a mechanic's lien on the property which is the subject of this contract pursuant to chapter 429, rsmo. To avoid this result you may ask this contractor for "lien waivers" from all persons supplying material or services for the work described in this contract. Failure to secure "Lien Waivers" may result in your paying for labor and material twice.

### FOR DELIVERIES MADE IN KANSAS:

#### Notice to Owner

Failure of this contractor to pay those persons supplying materials or services to complete this contract can result in the filing of a mechanic's lien on the property which is the subject of this contract pursuant to K.S.A. 60-1103. To avoid this result you may ask this contractor for "Lien Waivers" from all persons supplying materials or services for the work described in this contract. Failure to secure "Lien Waivers" may result in your paying for labor and material twice.

For any other questions, please call Superior Bowen Asphalt – Mike Morrison – 816-921-8200

or

Go to: [www.superiorbowen.com](http://www.superiorbowen.com)