



DUININCK
CONCRETE

CUSTOMER HANDBOOK

Rules & Guidelines



DUININCK CONCRETE



CONTACT INFORMATION

(320) 441-2788

- 1** Ready-Mix Concrete Orders/Dispatch
- 2** Construction Supply Store
- 3** Aggregates
- 4** Sales & Estimating
- 5** Billing & Credit
- 6** Human Resources & Career Opportunities
- 0** All Other Inquiries

OPERATING HOURS

CENTRAL DISPATCH

Summer Hours

Monday - Friday

6 a.m. - 5 p.m.

Saturday

6 a.m. - 12 p.m.

Seasonal/Weather Permitting

Winter Hours

Monday - Friday

7 a.m. - 4 p.m.

READY MIX DELIVERY*

Monday - Friday

5 a.m. - 6 p.m.

Saturday

6 a.m. - 12 p.m.

Seasonal/Weather Permitting

All orders subject to availability

**** Earlier Delivery times available***

PLANT LOCATIONS

ALEXANDRIA

4967 State Highway 29 North
Alexandria, MN 56308

HUTCHINSON

21563 Highway 7 West
Hutchinson, MN 55350

MORRIS

1200 Pacific Ave
Morris, MN 56267

NEW LONDON

21350 Highway 23 NE
New London, MN 56273

REDWOOD FALLS

210 Cairn Close Road
Redwood Falls, MN 56283

SAUK CENTRE

38625 County Road 186
Sauk Centre, MN 56378

WADENA

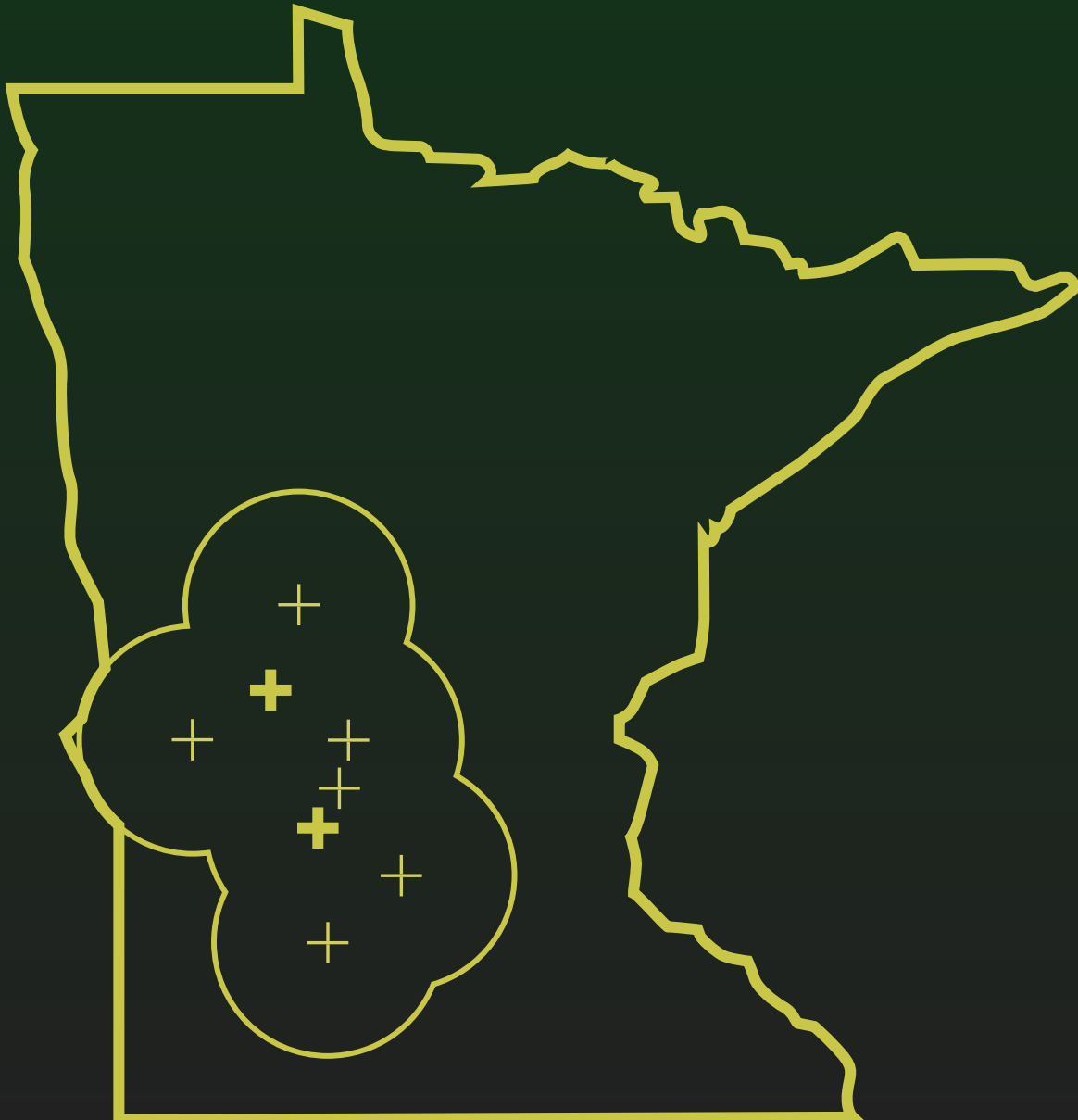
415 5th Street SE
Wadena, MN 56482

WILLMAR

1403 High Avenue NE
Willmar, MN 56201

CORPORATE OFFICE

605 Lakeland Drive NE
Willmar, MN 56201



PLACING ORDERS

All orders must be placed with a Customer Service Representative (CSR).

Please provide the CSR with the following information when ordering:

Customer Name
Delivery Date
Accurate Delivery Address
Mix ID Code
Order Quantity
Slump
Unload Rate/Spacing
Any Special Instructions
Job Number
P.O. Number
Phone Number
Was this a quoted project

All orders are recorded for verification and accuracy.

All confirmed orders scheduled for the first round that are canceled less than 2 hours before scheduled delivery time are subject to additional charges.

SATURDAY DELIVERIES

Saturday orders must be placed by 4 p.m. on the Thursday of that week. All Saturday orders will be scheduled for first thing in the morning based on the discretion of the dispatch team.

UNLOADING TIME

Unloading time in excess of 8 minutes per cubic yard or exceeding customer required truck spacing will be subject to a demurrage charge of \$3 per minute.

SPLIT LOADS

All orders requesting a split load of 10.25 cubic yards or less will be subject to an additional \$150 fee.

SMALL LOADS & CALL BACKS

All orders and/or call backs less than or equal to 4 cubic yards will be subject to an additional fee. 0-2 yards: \$175. 2-4 yards: \$150.

ORDER SCHEDULING

Duininck Concrete encourages customers to schedule their orders as far in advance as possible.

Orders placed are subject to availability.

Orders must be placed with a valid job/project address. The Customer Service Representative will not accept an order without an address.

The source plant for your concrete order is solely determined by Duinick Concrete Central Dispatch.

WILL CALLS

Will Call Orders **will not be accepted** for orders before 10 a.m.

Will Call Orders placed at or after 10 a.m. must be confirmed within 2 hours of the delivery time or the order will be cancelled. The customer will be required to call Central Dispatch to confirm their Will Call orders.

Will Call Orders **will not be accepted** for Saturday deliveries.

SPECIALTY CONCRETE

Requests for colored concrete must be made 48 hours in advance and are subject to availability.

Please note, there is a color clean-up charge of \$125 per load.

If multiple loads are to be placed at the same location, please inform the Customer Service Representative of the mix and color used on the previous orders. Failure to do this may result in a difference of color tones due to different cements, mix designs and/or raw materials.

Concrete color sample sheets do not always match the finished product due to several factors, including placement, finishing practices, curing methods, and weather conditions. Where color matches are important, it is recommended to conduct a trial batch or obtain a representative sample. Duinick Concrete disclaims any responsibility for color.

Requests for colored concrete must be made 48 hours in advance and are subject to availability. If multiple loads are to be placed at the same location, please inform the Customer Service Representative of the mix and color used on the previous orders. Failure to do this may result in a difference of color tones due to different cements, mix designs, and/or raw materials.



TERMS AND CONDITIONS

These Terms and Conditions govern the sale and supply of ready-mix concrete and related construction materials "Products" by Duinick Concrete LLC ("Company," "we," or "our"). By placing an order, the customer ("Customer," "you," or "your") agrees to these Terms and Conditions.

QUOTING AND PRICING

All mixes required for the quoted project must be on the provided quote at point of order to Central Dispatch. Any mixes, not on the quote, added to the project will be billed at customers' standard pricing tier.

VALIDITY OF QUOTES

All quotations are valid for 30 days from the date of issue unless stated otherwise in writing.

PRICING ADJUSTMENTS

Prices are subject to change due to material cost fluctuations, fuel surcharges, point of production, or other market conditions. Notice will be provided where applicable.

SUBMITTALS

If submittals are required for a project, the customer will need to provide the appropriate plans and specifications.

ORDERS

ORDER PLACEMENT

READY-ORDERS

Ready-mix concrete orders must be placed through our Central Dispatch Office-(320) 441-2788 option 1 (Summer hours 0600-1700/Winter hours 0700-1600).

SUPPLY ORDERS

Supply orders for construction materials must be placed with the Duinick Concrete Construction Supply Store or with your Territory Sales Representative -(320) 441-2788 option 2 (Summer hours 0700-1700/Winter hours 0800-1600).

WILL CALL ORDERS

Will Call orders will not be accepted for orders between 4 a.m. - 10 a.m. Any same day cancellations on orders before 10 a.m. may be subject to truck time and plant costs. Will Call orders after 10 a.m. must be confirmed within 2 hours of the delivery time or order will be canceled. The customer will be required to call Central Dispatch to confirm their Will Call orders. Will Call orders will not be accepted for Saturday Delivery.

NOTICE REQUIREMENT

A minimum of three (3) days' notice is required for all orders to ensure availability and scheduling. Duinick Concrete will make every effort to fulfill orders requested with shorter notice but cannot guarantee availability.

MINIMUM ORDER REQUIREMENTS

Certain minimum load requirements may apply and will be disclosed at the time of order.

For prices, see annual pricing sheet.

ORDER MODIFICATIONS/CANCELLATION

Any order that needs modification or cancellation must be done through Central Dispatch. To cancel or modify an order after hours, the customer is required to call Central Dispatch and **leave a voicemail**. Any changes to orders must be requested at least 24 hours prior to the scheduled delivery time.

Orders canceled less than 24 hours before delivery may incur a \$100 per yard cancellation fee to cover costs.

AUTHORIZED BIDS

An authorized representative of the Customer must sign all bids to be valid and binding. **Signed bids must be returned to Duinick Concrete prior to first pour for bid to be valid.**

QUALITY CONTROL

Duinick Concrete LLC agrees to supply ready-mix concrete that meets or exceeds American



Society for Testing and Materials (ASTM) standard specifications. Duinick Concrete's standard mix designs are intended to be placed at a slump of 5 inches or less prior to the addition of a mid or high range water reducer. Adding water onsite beyond the amount permitted in the approved mix design may result in product failure, for which Duinick Concrete LLC will not be held responsible.

COLD WEATHER CONCRETE

Duinick Concrete LLC requires that all exterior concrete surfaces be properly cured and sealed in accordance with applicable American Concrete Institute (ACI) standards to protect against environmental exposure. Duinick Concrete LLC maintains an Extreme Cold Weather Service Policy governing the delivery of ready-mixed concrete during the winter construction season. Under this policy, on any given day and at any location where the ambient temperature is -5°F or below and/or the wind chill factor is -20°F or below, or when other extreme winter conditions exist, ready-mixed concrete deliveries may be delayed or suspended. Exterior concrete that is not cured and sealed in compliance with ACI standards and subsequently exhibits defects, including but not limited to scaling or pop-outs, shall not be warranted under any circumstances.

DELIVERY

DELIVERY SCHEDULE

We strive to meet the agreed-upon delivery schedule. However, delivery times are estimates and may be affected by weather, traffic, or other unforeseen circumstances.

ACCESS TO SITE

The Customer is responsible for providing adequate access to the delivery site. Delays due to inadequate site conditions may result in additional charges.

OFFLOADING RESPONSIBILITY

Once the Product is delivered and unloaded, all risks pass to the Customer.

PRODUCT STANDARDS

Duinick Concrete LLC agrees to supply plastic

concrete that meets or exceeds the American Society for Testing Materials (ASTM) Standard Specifications. Duinick Concrete's standard mix designs are specified to be poured at a 5" slump or less. Adding additional water onsite may cause failure of the product. Duinick Concrete will not be held responsible for product failure due to the Customer requesting a slump higher than 5" (without adding proper chemicals) or adding water onsite to increase the slump greater than its original batch tolerances. We are not responsible for issues arising from the craftsmanship or application of the concrete once delivered.

PRODUCT SPECIFICATIONS

COMPLIANCE WITH STANDARDS

Duinick Concrete will deliver a product that meets or exceeds American Society for Testing Materials (ASTM) Standards Specifications. However, the Customer is solely responsible for all aspects of placement, finishing, and appearance of the Product supplied. Duinick Concrete will not be held liable for any surface defects, including but not limited to "popping", color variations, or cracking.

TESTING AND VERIFICATIONS

Any testing required to confirm compliance with specifications is the responsibility of the Customer unless otherwise agreed in writing.

All concrete strength testing will follow ASTM C31, conducted by an ACI-certified technician, Failure to follow ACI and ASTM standards by the testing party will void any claims held against Duinick Concrete's materials supplied.

Duinick Concrete shall not pay or be responsible for any charges incurred by the Customer for inspections or tests conducted of the Product.

COLD WEATHER CONCRETE

The Customer must ensure that all cold weather concrete placement and curing adhere to the American Concrete Institute (ACI) Standard 306R-16. Duinick Concrete will not be held liable for any defects resulting from improper cold weather practices.



EXTERIOR CONCRETE CURING & SEALING

Duininck Concrete requires that all exterior concrete surfaces be cured and sealed in compliance with ACI Standards to protect against environmental exposure. **Exterior concrete that is not cured and sealed, exhibiting defects such as scaling or popping, will not be warranted under any circumstance.**

CANCELLATION AND RETURNS

RETURNED MATERIALS

Returns apply only to items stocked by the Duininck Concrete Construction Supply Store. **Specially ordered products, including but not limited to colors, chemicals, forms, tools, and equipment, are not eligible for return under any circumstances.**

LIABILITY AND WARRANTIES

PRODUCT DEFECTS

We warrant that Products will be free from materials defects upon delivery. Any claims must be submitted in writing within 7 days of delivery.

LIMITATION OF LIABILITY

Our liability is limited to the replacement for consequential damages, delays, or additional costs incurred due to defective Products.

FORCE MAJEURE

We are not liable for delays or failure to perform due to events beyond our reasonable control, including acts of God, labor disputes, supply shortages, or transportation disruptions.

INDEMNIFICATION

The Customer agrees to indemnify and hold harmless Duininck Concrete LLC, its employees, and agents from claims, damages, or liabilities arising from the use or handling of the Products.

BILLING

Cash sale/COD accounts prepay the day before pour.

Can pay by credit card, cash, or cashiers check dropped off at plant or Duininck Concrete's corporate office in Willmar by the end of day (5pm)

For cash sales, copies of tickets are given at the job site - no invoices will be sent.

If credit card receipts are needed, please ask at time of order.

Separate payments are need for Duininck Concrete and Duininck Concrete Construction Supply.

Concrete Invoices will be sent the following week.

Supply invoices are mailed every Monday or last business day of the month.

Supply statements are mailed on the first business day of the new month.

Concrete statements are mailed monthly once all invoicing is done.

Tax Exempt job - Organization is using own exempt # they need to supply an ST3 form only.

If contractor is using the organizations exempt number, the following is needed:

- 1 ST3 form from exempt entity/General Contractor who has been appointed the purchasing agent for the job to the contractor
- 2 Purchase agent letter from exempt entity or a copy of contract stating they are appointed purchase agent.
- 3 ST3 form from Contractor to Duininck Concrete

JOB SITE RESPONSIBILITY AND SAFETY

SAFE VEHICLE ACCESS AND SITE CONDITIONS

Duininck Concrete is not responsible for damages that occur when vehicles are required





to leave the public right-of-way. It is the Customer's responsibility to ensure that all Duinick Concrete vehicles can be safely guided onto and off the job site and that site conditions are suitable for heavy vehicle access.

Duinick Concrete employs professional drivers who adhere to all applicable industry safety standards at all times. Duinick Concrete reserves the right to refuse service if the job site is determined to be unsafe.

EMPLOYEE PARTNERSHIP

Duinick Concrete values its employees and maintains a zero-tolerance policy for inappropriate treatment of our staff, including verbal abuse or harassment. If such behavior occurs, Duinick Concrete reserves the right to terminate the pour, with all resulting costs and consequences being the responsibility of the Customer.

PAYMENT TERMS

PAYMENT DUE DATE

Payment terms will be stated in the invoice. Standard terms are Net 30 days unless otherwise agreed in writing.

LATE PAYMENTS

Late payments are subject to interest at the rate of 1.5% per month (18% annually) or maximum rate permitted by law.

PAYMENT DISPUTES

Disputes regarding invoices must be raised within 7 days of receipt.

GOVERNING LAW

These Terms and Conditions are governed by the laws of the State in which the Company operates. Any disputes will be resolved in the appropriate state or federal court.

ENTIRE AGREEMENT

These Terms and Conditions constitute the entire agreement between Duinick Concrete and the Customer. Any changes must be agreed to in writing by both parties.

DISCLAIMER

By accepting delivery of materials or supplies, the customer acknowledges and agrees to be bound by Duinick Concrete LLC's terms and conditions in full. Any agreements, modifications, or understandings outside of this document must be in writing and signed by the General Manager and Controller of Duinick Concrete LLC to be valid.

