ROCK SOLID SINCE 1908

Ready-Mix

Price Schedule

Effective January 1, 2026

HC&D, LLC
P.O. Box 29968
Honolulu, HI 96820-2368
Phone: (808) 832-9200

Sales & Marketing
Inquiries and Quotes
Phone: (808) 832-9245
Fax: (808) 832-9470
Email: sales@hcdhawaii.com
Website: www.hcdhawaii.com

Kapaa Quarry
Aggregate Orders
Phone: (808) 266-2640

OAHU READY-MIX CONCRETE
PRICE SCHEDULE

I. PERFORMANCE MIXES – NORMAL WEIGHT

Price per cubic yard delivered, Strength in psi
Nominal Aggregate Size – 3/4”

Effective: January 1, 2026

	STRENGTH CLASS								
ZONE	**2500#**	**3000#**	**3500#**	**4000#**	**4500#**	**5000#**	**5500#**	**6000#**	**MINIMUM DELIVERY CHARGE**
PLANT	$241.60	$244.00	$247.60	$251.20	$255.40	$259.00	$263.80	$264.70	---
1	$263.60	$266.00	$269.60	$273.20	$277.40	$281.00	$285.80	$286.70	$132.00
2	$265.10	$267.50	$271.10	$274.70	$278.90	$282.50	$287.30	$288.20	$141.00
3	$266.60	$269.00	$272.60	$276.20	$280.40	$284.00	$288.80	$289.70	$150.00
4	$268.10	$270.50	$274.10	$277.70	$281.90	$285.50	$290.30	$291.20	$159.00
5	$269.60	$272.00	$275.60	$279.20	$283.40	$287.00	$291.80	$292.70	$168.00
6	$271.10	$273.50	$277.10	$280.70	$284.90	$288.50	$293.30	$294.20	$177.00
7	$272.60	$275.00	$278.60	$282.20	$286.40	$290.00	$294.80	$295.70	$186.00
8	$274.10	$276.50	$280.10	$283.70	$287.90	$291.50	$296.30	$297.20	$195.00
9	$275.60	$278.00	$281.60	$285.20	$289.40	$293.00	$297.80	$298.70	$204.00
10	$277.10	$279.50	$283.10	$286.70	$290.90	$294.50	$299.30	$300.20	$213.00

* All prices are based on nominal aggregate size 3/4".

* **Prices listed in this schedule are contractors’ list prices.** For retail sales, an additional charge of $4.00 per cubic yard will be added to schedule delivered prices. An additional $2.00 per cubic yard is charged on all Saturday deliveries.

* **This price schedule applies to requirements of less than 125 cubic yards.** For quotations on quantities in excess of 125 cubic yards or for materials and/or conditions not covered by this schedule, please contact our Sales department at sales@hcdhawaii.com or call our Sales Department at (808) 832-9245. All prices are subject to change without notice.

NOTES:

Minimum Delivery: 1.5 cubic yards of concrete.

Orders less than 6 cubic yards, use plant price per cubic yard plus minimum delivery charge for the appropriate zone.

Unloading time is 5 minutes per cubic yard or 30 minutes per load, whichever is greater. Excess unloading time will be charged at $2.00 per minute.

Effective: January 1, 2026 – Replaces January 1, 2025 Price List.

Prices are contingent upon ***HC&D, LLC*** *General Terms and Conditions, attached.*

HC&D
ROCK SOLID SINCE 1908

OAHU READY-MIX CONCRETE
PRICE SCHEDULE

II. AGENCY & GOVERNMENT MIXES – NORMAL WEIGHT

Price per cubic yard delivered, Strength in psi
Nominal Aggregate Size – 3/4”

Effective: January 1, 2026

	STRENGTH CLASS								
ZONE	**2500# 5.0 SK**	**3000# 5.5 SK**	**3500# 6.0 SK**	**4000# 6.25 SK**	**S.HWY B 2500#**	**S.HWY A 3000#**	**S.HWY 4000#**	**S.HWY 5000#**	**MINIMUM DELIVERY CHARGE**
PLANT	$250.50	$253.50	$256.50	$258.00	$247.30	$251.50	$254.50	$259.90	---
1	$272.50	$275.50	$278.50	$280.00	$269.30	$273.50	$276.50	$281.90	$132.00
2	$274.00	$277.00	$280.00	$281.50	$270.80	$275.00	$278.00	$283.40	$141.00
3	$275.50	$278.50	$281.50	$283.00	$272.30	$276.50	$279.50	$284.90	$150.00
4	$277.00	$280.00	$283.00	$284.50	$273.80	$278.00	$281.00	$286.40	$159.00
5	$278.50	$281.50	$284.50	$286.00	$275.30	$279.50	$282.50	$287.90	$168.00
6	$280.00	$283.00	$286.00	$287.50	$276.80	$281.00	$284.00	$289.40	$177.00
7	$281.50	$284.50	$287.50	$289.00	$278.30	$282.50	$285.50	$290.90	$186.00
8	$283.00	$286.00	$289.00	$290.50	$279.80	$284.00	$287.00	$292.40	$195.00
9	$284.50	$287.50	$290.50	$292.00	$281.30	$285.50	$288.50	$293.90	$204.00
10	$286.00	$289.00	$292.00	$293.50	$282.80	$287.00	$290.00	$295.40	$213.00

	STRENGTH CLASS								
ZONE	**C&C B 2500#**	**C&C A 3000#**	**C&C AA 3500#**	**C&C AAA 4000#**	**DWS 2500#**	**DWS 3000#**	**DWS 3500#**	**DWS #4000**	**MINIMUM DELIVERY CHARGE**
PLANT	$244.60	$247.00	$253.50	$254.60	$248.50	$250.30	$251.25	$257.50	---
1	$266.60	$269.00	$275.50	$276.60	$270.50	$272.30	$273.25	$279.50	$132.00
2	$268.10	$270.50	$277.00	$278.10	$272.00	$273.80	$274.75	$281.00	$141.00
3	$269.60	$272.00	$278.50	$279.60	$273.50	$275.30	$276.25	$282.50	$150.00
4	$271.10	$273.50	$280.00	$281.10	$275.00	$276.80	$277.75	$284.00	$159.00
5	$272.60	$275.00	$281.50	$282.60	$276.50	$278.30	$279.25	$285.50	$168.00
6	$274.10	$276.50	$283.00	$284.10	$278.00	$279.80	$280.75	$287.00	$177.00
7	$275.60	$278.00	$284.50	$285.60	$279.50	$281.30	$282.25	$288.50	$186.00
8	$277.10	$279.50	$286.00	$287.10	$281.00	$282.80	$283.75	$290.00	$195.00
9	$278.60	$281.00	$287.50	$288.60	$282.50	$284.30	$285.25	$291.50	$204.00
10	$280.10	$282.50	$289.00	$290.10	$284.00	$285.80	$286.75	$293.00	$213.00

Effective: January 1, 2026 – Replaces January 1, 2025 Price List.

Prices are contingent upon ***HC&D, LLC*** *General Terms and Conditions, attached.*

LOCATION & ZONE NUMBERS

LOCATION	ZONE
Ahuimanu (W)	7
Aiea Elementary School	2
Aiea Heights (Above H1 Freeway)	3
Aiea High/Intermediate School	3
Aiea Sugar Mill	3
Aikahi Park (W)	4
Aina Haina	6
Aina Koa (Upper)	6
Ala Moana	2
Alewa Heights	2
Aliamanu	2
Aloha Stadium	2
Barbers Point	5
Bellows (W)	7
Camp Smith	3
Campbell Industrial Park	4
Castle Hill - Kaneohe (W)	4
Crestview - Waikele	4
Crosspoint - Aloha Stadium	2
Diamond Head	5
Dillingham Field - Waialua	15
Dole Plantation Field - Wahiawa	9
Enchanted Lake - Kailua	5
Ewa (Before Keoneula Blvd)	4
Ewa Beach (After Keoneula Blvd)	5
Ford Island - Pearl Harbor	3
Foster Village - Aliamanu	2
Fort Shafter	1
Hahaione Valley - Hawaii Kai	7
Haiku/Haiku Plantation - Kaneohe (W)	5
Haiku Valley - Kaneohe (W)	5
Haiku Village - Kaneohe (W)	4
Halawa Heights	3
Haleiwa	11
Hauula (W)	16
Hawaii Kai (Lower)	7
Hawaii Kai (Upper)	8
Hawaii Loa Ridge	7
Hawaiian Memorial Park (W)	4
Heeia (W)	5
Heeia Kea - Kaneohe (W)	7
Helemano Plantation/Military Gate	9
Helemano Radio Station/Military Reservation	10
Hickam Air Force Base	2
Honokai Hale	7
Honolulu International Airport	1
Iriquois Point - Ewa Beach	6
Kaaawa (W)	13
Kaena Point	SPEC
Kahala Mall	5

LOCATION	ZONE
Kahaluu (Valley of the Temples) (W)	7
Kahaluu (Past Hygenic Store) (W)	8
Kahana Bay (W)	14
Kahe Point - Kapolei	7
Kahuku	18
Kailua (W)	4
Kaimuki (Up to 12th Avenue)	4
Kaimuki (13th Avenue +)	5
Kalaheo (W)	4
Kalama Valley - Hawaii Kai	8
Kalani Valley	7
Kalihi Valley (Below Moani Street)	2
Kalihi Valley (Above Moani Street)	3
Kamehame Ridge	8
Kamehameha Heights	2
Kaneohe (W)	4
Kaneohe MCBH (W)	5
Kapolei	4
Kapunahala - Kaneohe (W)	4
Kawaihapai - Mokuleia	15
Kawailoa (Lower)	15
Kawailoa (Upper)	17
Kawela Bay	19
Keapuka - Kaneohe (W)	4
Keolu Hills (W)	5
Kewalo Basin	2
Kipapa	5
Kokokahi - Kaneohe (W)	4
Ko Olina	7
Kualoa (W)	12
Kuliouou to Koko Head	7
Kunia	4
Laie	18
Lanikai (W)	6
Lualualei	9
Maili	9
Makaha	12
Makakilo (Below Fire Station 35)	6
Makakilo (Above Fire Station 35)	7
Makapuu (Sea Life Park) (W)	8
Makapuu (Lighthouse) (W)	9
Makiki	3
Makua	15
Manoa Elementary School	5
Manoa Marketplace	4
Manoa Recreation Center	5
Mapunapuna	1
Mariner's Ridge	7
Maunawili	4
McCully	3
Mililani	5
Mililani Mauka	6
Moanalua Valley	2
Moiliili	3
Mokuleia	15
Momilani - Pearl City	4

Prices are contingent upon HC&D, LLC General Terms and Conditions, attached.

Revised August 2022

LOCATION & ZONE NUMBERS

LOCATION	ZONE
Nanakuli	8
Newtown	4
Niu Valley	6
Nuuanu	2
Nuuanu Valley (Above Wyllie Street)	3
Ocean Point - Ewa Beach	5
Olomana (W)	4
Oneawa Hills (W)	4
Pacific Heights	6
Pacific Palisades	5
Palolo Valley	6
Pauoa Valley	4
Pearl City (Below Komo Mai Drive)	3
Pearl City (Above Komo Mai Drive)	4
Pearl City Industrial Park	4
Pearl City Peninsula	3
Pearl Harbor	3
Pearl Harbor (CIA)	SPEC
Pearl Ridge	3
Pearl Ridge (Above Pearl Country Club)	4
Pier 1 - 12	2
Pier 13+	1
Pohakupu (W)	4
Pokai Bay	11
Portlock	7
Punaluu (W)	15
Puohala Village (W)	4
Pupukea (Lower)	20
Pupukea (Upper)	21
Puunui	3
Queen's Gate - Hawaii Kai	8
Red Hill	2
Royal Summit	4
Salt Lake	2
Sandy Beach	8
Schofield Barracks (Lower)	6
Schofield Barracks (Upper)	7
Sea Life Park	8
Saint Louis Heights	5
Sunset Beach	20
Tantalus (Lower & Upper)	SPEC
University of Hawaii - Manoa	4

LOCATION	ZONE
Valley of the Temples (W)	7
Village Park	4
Wahiawa (Below Kalie Street)	5
Wahiawa Uplands (Above Kalie Street)	6
Wahiawa Radio	8
Waiahole Homestead Road (W)	9
Waiahole Valley Road (W)	9
Waialae Iki	6
Waialae Nui Ridge	7
Waialee	19
Waialua	11
Waianae	11
Waiau	3
Waiawa Gulch - Leeward Community College	4
Waihee Valley (W)	8
Waikalua (W)	4
Waikane (W)	9
Waikele S/D	4
Waikele (Ammo Depot)	4
Waikiki	3
Wailupe	7
Waimalu	3
Waimanalo (W)	7
Waimanalo Beach (W)	8
Waimea Bay	19
Waipahu	4
Waipio Acres	5
Waipio Gentry	4
Waipio Point	4
West Loch	4
West Loch Estates	4
Wheeler Air Force Base	5
Whitmore Village	8
Wilhelmina Rise	6
Woodlawn	5
Yacht Club Knolls (W)	4
Yacht Club Terrace (W)	4

Prices are contingent upon HC&D, LLC General Terms and Conditions, attached.
Revised August 2022

HC&D, LLC. GENERAL TERMS AND CONDITIONS OF CONCRETE SALES

1. THIS OFFER AND ITS ACCEPTANCE: "Seller" is that entity identified in the quotation, invoice, or other document originated by the Seller of the goods (or products) and services referred to herein. This document is Seller's offer to Buyer. Buyer's acceptance is expressly limited to the terms and conditions of this offer and Seller hereby objects to and rejects any additional or different terms or conditions in Buyer's acceptance, Buyer's purchase order, or other documentation purporting to order the same or equivalent goods contained in this document. Buyer accepts this offer as made and all its provisions by transmitting in oral or written form a Buyer purchase order number, an authorization to proceed, or other request; by issuing any document which orders the same or equivalent goods referred to herein; by accepting, or making any payment for, any goods or services furnished hereunder; or by any Buyer conduct recognizing the existence of a contract between Buyer and Seller for the goods and services referred to herein. Any additional or different terms or attempt by Buyer to vary in any degree any of the terms herein shall be deemed material, but shall not operate as a rejection of this offer unless they contain variances in the terms of the description, quantity, price, or delivery schedule of the goods offered herein which are unacceptable to Seller. No modification of this offer and the contract resulting (including any additional or different terms or conditions in Buyer's acceptance) shall be binding on Seller unless Seller expressly agrees in writing to change this offer.

2. PRICE: The price for each item covered by this contract shall be the price shown for each such items on the quotation subject to any additional terms and conditions stated in the quotation.

3. LIMITED WARRANTY: Seller warrants the goods delivered hereunder to be free from defects in material and workmanship for a period of one (1) year from the date of Seller's shipment. Seller's sole obligation and Buyer's exclusive remedy for defects in the goods shall be limited, at Seller's option, to either repair or replacement of goods determined to be defective. Repair or replacement of defective goods shall be FOB Seller's factory. Any claim by Buyer must be made by Buyer to Seller in writing within five (5) days of the discovery of the claimed defect but in no event after the expiration of one (1) year from the date of Seller's shipment, whichever is less. Buyer's failure to so notify Seller of such defects within the above time periods shall bar Buyer from any remedy under this Warranty, or for any recovery of damages or losses due to defects in the products. If any of the goods delivered hereunder have or have components with a shelf life less than one (1) year, then the warranty period stated herein shall not exceed the shelf life for such goods.

THIS WARRANTY IS THE SOLE WARRANTY COVERING THE PRODUCTS AND SELLER MAKES NO OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS WARRANTY. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, COMPENSATORY, PUNITIVE OR INCIDENTAL DAMAGES HOWSOEVER ARISING FROM SELLER'S PERFORMANCE OF THIS CONTRACT OR THE PERFORMANCE OF THE GOODS.

This warranty shall not apply to goods or products which have been repaired or altered by other than authorized representatives of Seller or to damage or defects caused by accident, vandalism, Acts of God, erosion, normal wear and tear, improper selection by Buyer or others, and other causes beyond Seller's control. This warranty shall not apply to the misapplication, improper installation, or misuse of the goods caused by variations in environment, the inappropriate extrapolation of data provided, the failure of Buyer or others to adhere to pertinent specifications or industry practices, or otherwise.

4. ACCEPTANCE: Rejection of the goods supplied under this contract for defects or defective delivery shall occur within a reasonable time after their delivery or tender at the delivery point, but in any event no later than five (5) days thereafter. If the goods are not accepted or rejected by Buyer or Buyer's agent in writing to Seller within said five (5) day period, they shall be deemed accepted by Buyer. In the event of Buyer's rightful rejection of the goods, Seller's liability shall be limited to replacing the rejected goods within a reasonable time, or to allow credit to the extent of the invoice value of the goods, at Seller's option. Seller shall not be liable for any loss, damage, or expense of any kind, arising from delays due to transportation, installation, Buyer's rejection of goods, or any other cause whatsoever.

5. LIMITATION OF SELLER'S LIABILITY: Seller's liability on any claim of any kind, including claims based upon Seller's negligence, breach of contract, or strict liability in tort, for any loss or damage arising out of, connected with, or resulting from the use of the products furnished hereunder or Seller's performance of this contract, shall in no case exceed the purchase price allocable to the goods or part thereof which give rise to the claim. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES HOWSOEVER ARISING OUT OF SELLER'S PERFORMANCE OF THIS CONTRACT AND NOTWITHSTANDING WHETHER SELLER MAY HAVE BEEN ADVISED OR IS ADVISED OF THE POSSIBILITY OF SPECIAL (OR LIQUIDATED) DAMAGES.

6. PAYMENT TERMS: Payment for all purchases is due no later than thirty (30) days following the last day of the month in which the purchase was made. All balances not paid as above shall bear interest at the rate of 1-1/2% per month from the due date, or at the highest rate allowed by the usury laws of Hawaii, whichever is less. A prompt payment cash discount of 1% of the purchase price will be allowed for purchase price payments made within ten (10) days after the statement date provided that purchaser has no outstanding prior balances. All sales are subject to Seller's approval of Buyer's credit. Seller reserves a security interest in the goods pursuant to the Uniform Commercial Code and in all proceeds thereof until payment in full of the purchase price. Buyer shall execute and deliver to Seller such UCC financing statements and other documents as may be requested by Seller for the purpose of perfecting Seller's security interest in the product and proceeds. In no event shall Buyer make any set off or reduction to amounts owed to Seller hereunder.

7. BUYER'S DEFAULT: If Buyer fails to make any payment to Seller when due, if Buyer's financial responsibility becomes impaired or unsatisfactory in Seller's sole judgment, or if Buyer commits a material breach of this contract, or inhibits or frustrates Seller's performance of this Contract by any act or failure to act, Seller may, without breach of contract and without prior notice or demand, suspend or cancel further performance or deliveries due hereunder. Buyer shall be liable to Seller for any losses or damages of Seller arising from such Buyer defaults and failures, as well as any resulting delays to Seller's performance. Seller may, at its sole option and in its discretion, resume performance of this contract upon Buyer's performance of its obligations, Buyer's payment of all accrued amounts due Seller, Buyer's removal of any inhibiting cause, and upon Buyer's providing sufficient assurance or security for its performance as Seller in its sole judgment may determine to be required.

8. WAIVER: The failure of Seller in any one or more instances to enforce one or more of the terms or conditions of this contract, to exercise any right or privilege hereunder, or the waiver by Seller of any breach of this contract, shall not be construed as thereafter waiving any terms, conditions, rights or privileges of this contract, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

9. FORCE MAJEURE: Seller shall not be liable for non-performance or delay in performance resulting from any governmental law or regulation, now or hereafter in effect, or for delays caused by Seller's suppliers, or caused by Acts of God, fire, flood, wind, sabotage, strikes or other labor troubles, accidents, necessary repairs to machinery, adverse weather conditions, or any cause beyond Seller's reasonable control. In the event of any of the foregoing, Seller shall have the right to allocate and reschedule production and delivery of products to Buyer as Seller, in its sole discretion, shall deem fair and practical, without liability to Seller.

10. DELIVERY TIME : Regular delivery time is from 6:00 a.m. to 4:00 p.m. regular workdays Monday through Friday. Saturday delivery will be at Seller's discretion and will be charged a premium of $2.00/cubic yard. Prices for deliveries made outside regular hours, Sundays and holidays will be quoted upon request. Free unloading time of 5 minutes/cubic yard or 30 minutes/load whichever is greater will be allowed. Excess unloading time will be subject to charge of $2.00/minute, and if applicable, labor and equipment cost of associated production facility.

11. DELIVERY CONDITIONS: The Buyer shall provide suitable roadways or approaches to delivery points when other than on paved street. Delivery equipment must be able to operate under their own power to delivery point. Seller may stop delivery if roadways or approaches are unsatisfactory. If Buyer orders delivery beyond street curb lines, Seller will not assume liability for damage to sidewalks, driveways or other property. Buyer shall indemnify and hold Seller harmless against all liabilities, loss and expense caused by such delivery. Concrete already loaded at the batching plant or correctly dispatched with delivery enroute that is subsequently canceled or returned by the Buyer for reasons beyond Seller's control, will be charged to the Buyer. The amount of concrete per delivery will be at our option. When job conditions or Buyer requires less than 6 cubic yards per delivery (except one load to complete a day's total pour) an additional charge will be made.

A. Washdown Area. The Buyer agrees to provide an area on the delivery site approximate to the delivery location for the cleaning and washdown of mixer chutes following completion of delivery. It is illegal to discharge washwater, dirt or debris onto roads or into storm drains or waterway. The area designated by buyer for cleaning and washdown must meet environmental regulations. Drivers will comply with environment regulations

12. PRICE DURATION: Prices are subject to immediate change upon any increase of cement prices to Seller by his supplier. If sacked cement is used because of unavailability of bulk, prices will be increased. Prices, terms and conditions are firm for the periods set forth in this proposal providing it is accepted within 60 days of quotation date, substantial work begins within 90 days from quotation date and continues uninterrupted until completion. Extension of the time period will be cause for renegotiating prices. See additional terms and conditions on front of quote.

13. SCHEDULING: The Buyer shall notify Seller of his job delivery schedule with sufficient lead time. Delivery times are approximate and Seller shall not be liable for any delay in delivery for any cause beyond Seller's control.

14. PRODUCT STANDARDS:

A. Materials. Unless otherwise stated, prices are based on using bulk cement ASTM C595 Type 1L, crushed basalt aggregates ASTM C-33 Size No. 67 (3/4" nominal) at 3½" ± 1" slump. Prices are subject to revision if the Buyer requires other aggregate types or sizes, or if higher slumps are requested, or if the concrete is to be placed by pumping.

B. Strength and Quality. Seller guarantees the strength of concrete only when representative test cylinders are made and cured in accordance with ASTM standard C31: tested in accordance with ASTM C-39 and the test results evaluated in accordance with the latest edition of ASTM C94.

C. Slump. When Buyer requests mean slump greater than 3½", Seller will guarantee strength only if Buyer agrees to the inclusion of sufficient cement to maintain the correct water/cement ration, the cost of which will be for the Buyer's account. Seller will not guarantee the finished condition of the concrete since he has no control over placing, handling, finishing and curing the material after unloading. The Buyer is urged to have all sampling and testing performed by an independent testing agency that has qualified personnel and facilities for concrete sampling and testing.

D. Yield. The Seller will not guarantee "in place" yield, "in the form" yield, or any other yield calculation except by measurement in accordance with ASTM Designation C-138.

E. Sampling and Testing. Random sampling and testing by Seller for quality assurance are performed in accordance with the latest applicable ASTM specifications. Concrete prices do not include testing required by project specifications.

15. DELAY, TERMINATION, OR CANCELLATION BY BUYER: Seller shall be entitled to recover all costs, expenses, and damages suffered as a result of Buyer's cancellation, or termination of this contract, or Buyer's delay of Seller's performance under this contract.

16. PATENTS: To the extent the items covered by this Sales Order are manufactured pursuant to designs provided by Buyer, Buyer shall indemnify and save harmless Seller, its agents and subcontractors, from any expense, cost, loss, damage or liability for infringement of any patents with respect to such items and their process of manufacture and Buyer agrees at its own expense to defend or assist, at Seller's option, in the defense of any action in which such infringement is alleged with respect to the manufacture, sale or use of such items delivered hereunder.

17. ASSISTANCE BY SELLER: No recommendation or statement made or assistance given by Seller, its representatives, or agents, in connection with the installation, application, storage, transportation, or use of the goods or products furnished hereunder shall constitute a waiver by Seller of any of the provisions herein, or enlarge Seller's liability, as herein defined, or be deemed to provide any warranty in excess of those Seller warranties set forth hereinabove.

18. ATTORNEY FEES AND EXPENSES: If Seller is required to file suit or take other legal action to enforce any of its rights hereunder, including without limitation, proceedings to collect amounts due Seller hereunder, Buyer shall pay the reasonable attorney fees and expenses incurred by Seller.

19. SALES: All sales are final. Any return of goods shall be subject to the prior written approval of Seller.

20. SPECIFICATIONS, APPLICATION, AND USE OF PRODUCTS: Products furnished hereunder are sold pursuant to Seller's specifications and are subject to standard manufacturing variations. Seller may change specifications at any time without incurring liability for products previously or subsequently sold. Buyer shall be responsible for the performance of goods or products produced to Buyer's specifications. Buyer shall be responsible for determining the appropriate use or application of Seller's products for Buyer's requirements, notwithstanding Buyer's solicitation of, or Seller's providing advice or recommendations to Buyer. Buyer waives any claim against Seller, and Seller's agents or employees, arising out of Buyer's selection, application, or use of the products furnished hereunder. Buyer shall indemnify and defend Seller from any claim or suit for personal injury (including death), property damage, or other liability arising out of the improper selection, improper application, or any misuse of Seller's products, or failure to follow Seller's application, installation, or safety instructions, or proper industry standards.

21. INTERPRETATION: The laws of the State of Seller's location, as set forth in Seller's address on the masthead or quotation, shall govern the interpretation and enforcement of this contract, excluding only the law of conflicts. If security interest filings are made by Seller, pursuant to the Payment paragraph hereof, the Uniform Commercial Code as enacted in the State wherein the filings are made shall govern that security interest and those filings.

22. FINAL AGREEMENT: There are no understandings or agreements between Buyer and Seller relating to this contract which are not fully expressed herein, and no change shall be made to this contract unless it is made in writing and signed by duly authorized officers of Seller and Buyer. No part of Buyer's contract(s) with Buyer's customer is included in this contract except as may be specifically and expressly incorporated in Seller's written quotation to Buyer. Buyer may not assign or otherwise delegate Buyer's obligations under this offer and any resulting contract without Seller's express written consent.