

Terms and Conditions for the Sale of Products or the Provision of Services

The sale of liquid asphalt, emulsion, or other products ("Materials") or the provision of services ("Services") by Associated Asphalt Partners, LLC, and/or any of its subsidiaries or affiliates, including but not limited to Ergon Asphalt & Emulsions, Inc., Associated Asphalt Roanoke, LLC; Associated Asphalt Martinsburg, LLC; Associated Asphalt Greensboro, LLC; Associated Asphalt Salisbury, LLC; Associated Asphalt Inman, LLC; Associated Asphalt Charlotte, LLC; Associated Asphalt Gainesville, LLC; Associated Asphalt Bristol, LLC; Associated Asphalt Columbia, LLC; Associated Asphalt Tampa, LLC; Associated Asphalt Lake City, LLC; Associated Asphalt Savannah, LLC; Associated Asphalt Hopewell, LLC; Associated Asphalt Winston-Salem, LLC; Associated Asphalt Marketing, LLC, Bituminous Technologies, LLC, and Associated Asphalt Distribution, LLC (collectively the "Seller") shall be governed by these terms and conditions (this "Agreement"). Any prior understandings, agreements, and representations regarding the purchase and sale of Materials or Services, whether oral or written, are superseded by this Agreement. Seller's agents and sales representatives have no authority to make any representations in conflict with this Agreement, and any such representations should not be relied upon by Buyer. Please retain a copy of this Agreement for your files. Buyer shall be deemed to have accepted this Agreement upon the earlier of: (i) issuance of a written purchase order ("Purchase Order") or verbal order of Materials or Services; (ii) acceptance of any Materials or Services; or (iii) payment for any Materials or Services. Any subsequent Purchase Orders between Buyer and Seller shall be governed by this Agreement.

1. PAYMENT TERMS: Payment terms are net thirty (30) days from date of invoice. Any early payment discount terms are as set forth on the invoice. Seller has sole discretion to apply any payment received from Buyer to any outstanding invoice, regardless of any notation on Buyer's remittance to the contrary. If Buyer withholds all or a part of the amount invoiced by Seller, Buyer shall notify Seller, in writing, within 20 days of the receipt of such invoice, of its intention to withhold all or a part of the payment, along with the reason for nonpayment, and specifically identifying the dollar amount being withheld.

If the financial responsibility of Buyer becomes unsatisfactory to Seller in Seller's reasonable discretion, advance cash payment or satisfactory security shall be given by Buyer upon request by Seller, and deliveries, sales, or the provision of Services may be withheld until such payment or security is received and Buyer's financial responsibility is deemed satisfactory by Seller.

If payment is not received by the due date, a late charge may be added at the rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per year) or the maximum legal rate, whichever is less, to unpaid invoices from the due date thereof until paid.

All payments (checks/cashier checks) shall be in U.S. dollars and sent to the address indicated on the invoice. Information for payments by wire transfer will be provided upon request.

If Seller retains or consults a collection agency or attorney to collect overdue amounts, all collection costs and expenses, including Seller's reasonable attorney's fees, shall be paid by Buyer.

Full payment by Buyer to Seller shall be an acknowledgement that Seller has supplied acceptable and non-deficient Materials or Services to Buyer. Upon making full payment to Seller, Buyer releases Seller from all claims and liability to Buyer for anything done, furnished or related to Materials or Services, the applicable Purchase Order, or for any act or neglect of Seller or its representatives.

2. QUOTES: Price quotes for Materials or Services may be provided upon request. Price quotes are not firm, are volatile by nature, and may vary substantially within a brief timeframe. Unless otherwise agreed in writing, Materials will be invoiced at Seller's market price on the date of delivery. Buyer shall not assign any quotes, in whole or in part, without Seller's prior written consent.

3. PURCHASE ORDERS: Buyer may submit to Seller a proposed Purchase Order on Buyer's form. No Purchase Order shall be deemed accepted by Seller unless signed by Seller. Notwithstanding Seller's acknowledgment or acceptance of Buyer's form, no Purchase Order may contradict this Agreement. The parties agree that any terms, conditions, or provisions that may appear as preprinted language or otherwise be inserted in any

Purchase Order, confirmation, or invoice for any Materials or Services will be of no force and effect, and this Agreement will control and supersede such conflicting or supplemental documents and any course of conduct or usage of the trade inconsistent with this Agreement, notwithstanding the execution of such Purchase Order or other document subsequent to this Agreement. Buyer may not assign any Purchase Order, in whole or in part, without Seller's prior written consent. Seller reserves the right to terminate any Purchase Order at any time and for any reason upon notice to Buyer.

4. TAXES: Any tax, excise or governmental charge imposed upon the sale, storage, use or transportation of any Materials sold, which Seller may be required to pay to any governmental entity or to Seller's suppliers that are imposed by a governmental entity, shall be paid by Buyer to Seller if not included in the purchase price. Buyer shall provide Seller, upon request, with properly completed exemption certificates for any tax from which Buyer claims exemption.

5. TITLE; RISK OF LOSS: Title to the Materials and risk of loss shall pass to Buyer upon delivery to a carrier or into Buyer's transport unless the Material is specifically sold F.O.B. Buyer's location, in which case title and risk of loss shall pass upon arrival of the Materials at Buyer's location. If Seller is to pay freight, selection of carrier and routing of shipments shall be at Seller's sole option. Delivery of Materials to a carrier or into Buyer's transport shall be deemed to be acceptance of the Materials by Buyer pursuant to the Uniform Commercial Code applicable in the state of sale.

6. LIMITED WARRANTY: Seller warrants that the Materials shall be of merchantable quality and shall conform to the current standard specifications applicable in the state of sale for the asphalt grade provided, or such other specifications as agreed upon in writing with Buyer. SELLER DISCLAIMS ALL OTHER WARRANTIES REGARDING THE MATERIALS OR SERVICES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF WHETHER THE MATERIALS OR SERVICES ARE SOLD SEPARATELY OR IN COMBINATION WITH OTHER MATERIALS OR SERVICES, OR IN ANY PROCESS.

7. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, REGARDLESS OF THE CIRCUMSTANCES, SELLER'S TOTAL LIABILITY TO BUYER FOR ANY AND ALL CLAIMS, LOSSES OR DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER, WHETHER BASED IN CONTRACT, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MATERIALS OR SERVICES WITH RESPECT TO WHICH SUCH CAUSE AROSE. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT,

INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES. Any cause of action that Buyer may have against Seller that may arise under or be related to this Agreement must be commenced within one (1) year after the provision of the Materials or Services with respect to which such cause arose, or the cause of action will be deemed to be waived by Buyer.

8. SAFETY AND HEALTH INDEMNITY: To the extent required by law or upon written request by Buyer, Seller shall furnish to Buyer Safety Data Sheets concerning the Materials. To the extent required by law, Buyer agrees to communicate such information to all persons Buyer reasonably can foresee may be exposed to or may handle such Materials, including but not limited to Buyer's employees, agents, contractors or customers. If Buyer fails to communicate such warnings and information, Buyer agrees to defend, hold harmless, and indemnify Seller against any and all liability arising out of or in any way connected with such failure or with other negligence regarding the handling, use, or disposal of the Materials. Seller will provide Buyer with reasonable notice and opportunity to defend in the event any claim or demand is made on Seller to which such indemnity relates.

9. FORCE MAJEURE: Neither party shall be liable to the other for failure or delay in performance hereunder, except for Buyer's obligation to pay for Materials provided or Services rendered, by reason of partial or total interruption of transportation, derailment, track washouts or switching, fire, flood, national or regional strike lockout, other labor trouble, riot, storm, acts of war, acts of God, injunctions, epidemics, quarantine restrictions, government mandates or regulations, or other causes beyond its control. Additionally, Seller shall not be liable in the event Seller is unable to obtain necessary supplies or materials from its supplier by reason of fire, flood, national or regional strike, lockout, or other labor trouble, riot, storm, hurricane or other natural disaster, acts of war, acts of God, injunctions, epidemics, quarantine restrictions, government mandates or regulations, lack of availability of polymer, additives, or certain petroleum-based products, or other causes beyond its control. Further, if Seller decides that its Material supply is insufficient to meet the actual or forecasted needs of Seller and its customers, Seller reserves the right to allocate available Materials in its sole discretion.

10. COMPLIANCE WITH LAWS AND REGULATIONS: Each party agrees to abide by all federal, state and local laws, ordinances, regulations, rules and orders applicable to the purchase and sale of Materials or Services. Each party agrees to indemnify and hold the other party harmless against all losses, claims, causes of action, penalties and liability, including reasonable attorneys' fees, resulting from the indemnifying party's failure to comply with all applicable federal, state and local laws, ordinances, regulations, rules and orders. Buyer shall comply with all applicable export laws of the United States in connection with the use and resale of Materials, including payment of any applicable taxes or duties and all economic sanctions programs implemented by the U.S. government. Buyer represents and warrants that it (and its financial institutions, or any party that owns or controls Buyer or its financial institutions) is not subject to sanctions or otherwise designated on any list of prohibited or restricted parties.

11. INDEMNITY: To the fullest extent permissible by law, Buyer agrees to hold Seller harmless from, and to protect, defend and indemnify Seller against, any and all first party and third party loss, liability, damage, costs, attorneys' fees and expenses arising from or suffered or incurred or in any manner connected with (a) any claim or injury to person or property arising out of or related to the furnishing of Materials or Services, except to the extent those injuries and damage are caused by Seller or (b) any breach by Buyer, its agents or employees, of this Agreement or any Purchase Order.

12. CLERICAL CORRECTIONS: Seller may send Buyer a replacement bill of lading to correct inaccurate information or add missing descriptive information such as a project number, which shall be deemed accepted by Buyer if not rejected in writing within five (5) business days after delivery of the replacement bill of lading.

13. WAIVER OF JURY TRIAL: IF BUYER OR SELLER FILES A LAWSUIT RELATED TO THIS AGREEMENT, BUYER HEREBY EXPRESSLY WAIVES ITS RIGHT TO A JURY TRIAL.

14. TANKERS/CONTAINERS: If Seller delivers Materials to Buyer in tankers or ISO-containers ("Tankers") and such Tankers remain at Buyer's destination point or in Buyer's possession until the Materials are used, Buyer acknowledges that the Tankers used to deliver the product shall remain the property of Seller. Buyer further acknowledges that unless a written lease agreement for the rental of the Tankers is entered into, such Tankers will remain at Buyer's destination point pursuant to a deemed lease agreement, with rental payments incorporated into the invoice amount. Regardless of whether title to the Materials has passed to Buyer, if Buyer fails to pay Seller in accordance with the terms of the invoice and/or credit agreement, Buyer specifically agrees that Seller may remove/repossess its Tankers from the destination point, including any unused Materials in the Tankers at the time of removal/repossession, and such lease shall be deemed terminated.

Buyer shall maintain the Tankers in such a manner that such equipment does not become the cause of any release or environmental pollution of any kind by reason of such Tankers and equipment leaking or spilling in any way. If such release or environmental pollution occurs and such leaking or spillage is caused as a result of Buyer's failure to maintain or secure the Tankers, Buyer shall be responsible for cleanup to the standard required by the relevant government authorities. Buyer shall hold harmless, defend and indemnify Seller from and against any costs, files, claims, demands or expenses of any kind incurred by Seller as a result of Buyer's failure to maintain or properly protect the Tankers, including reasonable attorneys' fees. Buyer shall operate the Tankers in such a manner as to ensure the safety of all persons and property in the vicinity of the tanker. Seller shall not be liable for any injury or loss resulting from Buyer's use and operation of the Tankers. Buyer shall not make any modification or addition to the Tankers, other than replacement of parts needing emergency repair, without Seller's prior written consent. Buyer shall inspect the Tankers for damage, excessive wear, leaks, etc. upon delivery and throughout Buyer's possession, and Buyer shall immediately notify Seller of any damage or leak. Buyer shall pay for any repairs to the Tankers if the Tankers are damaged while in Buyer's possession. Buyer shall pay for the actual cash value of any Tankers lost, stolen or damaged beyond repair while being used by Buyer. If any of the terms of this Section 14 conflict with the terms of any other document related to tanker delivery, the terms of this Section 14 shall control.

15. RELATIONSHIP OF THE PARTIES: Nothing contained in this Agreement shall create a partnership or joint venture between the parties, and the parties shall be considered independent contractors. Except as may be specifically provided herein, neither party shall hold itself out as the agent of the other, nor shall either party incur any indebtedness or obligation in the name of the other party. No employees or agents of either party shall be deemed employees or agents of the other party.

16. NOTICES. All notices and other communications required or permitted under this Agreement must be in writing. All notices to Seller shall be sent to Seller at 110 Franklin Rd SE, 9th Floor, Roanoke, VA 24011. A notice will be deemed given when delivered by internationally recognized courier service (for example, FedEx) with all fees prepaid and with proof of delivery retained. A notice is deemed to have been received upon receipt as indicated by the date on a signed receipt. A courtesy copy may be sent via email.

17. SEVERABILITY: If any term or provision in this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

18. JOINT DRAFTING AND NEUTRAL CONSIDERATIONS: This Agreement is a negotiated document and is deemed to have been drafted jointly by the parties. No rule of construction or interpretation will apply against any particular party based on a contention that this Agreement was drafted by one of the parties.

19. MISCELLANEOUS: For bonded jobs, Buyer shall provide Seller with a copy of the payment and performance bonds upon Seller's request. No waiver by either party of any breach of this Agreement shall be construed as a waiver of any succeeding breach of this Agreement, and no failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof. This Agreement (and the corresponding Purchase Orders) constitutes the sole agreement of the parties with respect to its subject matter, and supersede any prior written or oral agreements or communications between the parties. This Agreement may not be modified, added to or otherwise altered except by writing signed by an authorized representative of Seller. Any communication of Buyer which is inconsistent with this Agreement is hereby rejected. This Agreement binds and inures to the benefit of the parties and their respective heirs, personal representatives, successors, and (where permitted) assignees. This Agreement does not create any third-party beneficiary rights in any individual or entity. Headings are for convenience only and do not affect the interpretation of this Agreement. Sections 1, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14 and 15 of this Agreement shall survive the expiration or termination of any Purchase Order. This Agreement shall be deemed to have been made in Roanoke, Virginia and shall be construed and enforced under the laws of the Commonwealth of Virginia, without reference to its conflict of laws rules. In the event a lawsuit is brought to enforce the terms of this Agreement, the parties agree that jurisdiction and venue shall be in the state or federal courts located in the City of Roanoke, Virginia.