PURCHASE ORDER TERMS AND CONDITIONS

1. **CONTROLLING TERMS AND CONDITIONS.** Until accepted by SELLER or rescinded by Continental Cement Company LLC, a Delaware limited liability company having a principal place of business in Chesterfield, Missouri (the "COMPANY"), this Purchase Order (the "Purchase Order") constitutes an offer by COMPANY, to purchase from SELLER the equipment, goods, labor and services set forth on the face of this Purchase Order (the "Work"). Any other offers or counteroffers, whether conveyed by other documents or oral negotiations with respect to the subject matter hereof are hereby withdrawn, and of no further force and effect. Either execution of this Purchase Order, or commencement of performance pursuant to this Purchase Order, constitutes acceptance hereof by SELLER. The Purchase Order, including these terms and conditions, and any exhibits, schedules or other documents attached to the Purchase Order, shall be incorporated by reference herein and constitute the entire contract between the parties (the "Contract") and shall be binding between COMPANY and SELLER. Any conduct which recognizes the existence of this Contract shall constitute acceptance by both COMPANY and SELLER and any additional or different terms or conditions SELLER proposes are hereby superseded by this Contract and deemed null and void.

   The Article headings are provided for convenience only and are not to be used in construing this Contract. No modification, change, or waiver of any of the terms, agreements and conditions of this Contract shall be binding upon COMPANY unless signed by a duly qualified officer of COMPANY. COMPANY shall not be liable for any extra or additional charges or expenses unless COMPANY agrees to them in writing prior to such charges or expenses being incurred.

2. **COMPLIANCE WITH LAWS; SAFETY.** SELLER shall comply with all federal, state, county, municipal departments, bureaus, boards, agencies, offices, commissions, and other subdivisions thereof, or of any official thereof, or of any governmental, public or quasi-public authority, whether now or hereafter in effect, which may be applicable to the Work, or any part thereof, without limitation, the Occupational Safety and Health Act (29 U.S.C. §§ 651 to 678), as amended from time to time ("OSHA"), the Federal Mine Safety and Health Act of 1977, as amended from time to time ("MSHA"), and all applicable rules and regulations promulgated by the Occupational Safety and Health Administration of the United States Department of Labor and the Mine Safety and Health Administration of the United States Department of Labor. In addition, SELLER shall comply with all safety policies and rules of COMPANY and shall take all actions and precautions necessary to ensure the safety of its employees, the general public, and all other persons on, around, or affected by the Work. SELLER agrees, and shall cause all of its affiliates, contractors, subcontractors, agents or employees involved in providing the Services (collectively, "Seller Affiliates"), to abide by the terms of the Code of Business Conduct and Ethics of Summit Materials, Inc. (the "Code of Conduct"), Summit's ultimate parent entity, a copy of which is available at www.summit-materials.com. Failure by SELLER or Seller's Affiliates to comply with the Code of Conduct will constitute a material breach of this Contract.

   a. SELLER will ensure that its affiliates, including any subcontractors retained directly or indirectly by SELLER and Seller Affiliates entering COMPANY'S facility have received COMPANY'S Site Specific Hazard Awareness Training and has an up-to-date Mine Safety & Health Administration ("MSHA") training.

   b. SELLER will use properly trained, qualified personnel and incorporate safeguards, rules and procedures which will minimize the risk of any personal injury to COMPANY'S employees, Seller Affiliates or others at COMPANY'S facilities, and the loss of, or damage to, COMPANY'S property and equipment during the performance of the matters contemplated by this Contract. Upon COMPANY'S request SELLER will furnish COMPANY documentation of training of all Seller Affiliates with respect to: a) applicable safety laws and regulations, and b) for each piece of equipment to be operated in connection with the Work.

   c. Prior to beginning the Work, SELLER and Seller Affiliates must complete (a) COMPANY'S Site Specific Safety Plan, (b) Site Specific Hazard Awareness Training; and (c) COMPANY Daily Pre-Shift Safety & Hazard Analysis Meeting and any other applicable programs. SELLER and Seller Affiliates shall comply with all health and safety instructions and terms identified in the aforementioned plans and checklists.

   d. SELLER and Seller Affiliates will use safety equipment, tools and devices that are required/provided for the Work and conduct themselves in a way which assures the health and safety of themselves, their fellow employees and/or any other persons at COMPANY'S facilities.

   e. SELLER shall provide all safety equipment necessary to protect Seller Affiliates and all persons affected by the Work. This obligation shall include, without limitation, all necessary safety devices, guard rails, barricades, guards, fencing, temporary roads, footpaths, warning signs, lighting, watching, signalmen, traffic flagging, flagmen, personal protective equipment, clothing and removal of obstructions. SELLER

must ensure that all equipment used by Seller Affiliates is inspected prior to use. Any defective equipment must be corrected or taken out of service. Documentation of inspections must be maintained by SELLER and is subject to inspection by COMPANY upon request.

f. SELLER shall be responsible for enforcing safety requirements and standards with respect to itself and Seller Affiliates and will hold safety meetings on a bi-weekly basis.

g. SELLER Affiliates' safety and health is the responsibility of the SELLER. COMPANY is entitled to inspect and audit the compliance of SELLER with the safety obligations provided in this Contract. Failure by SELLER or Seller Affiliates to comply with applicable safety regulations will constitute a material breach of this Contract.

h. All tools and equipment used in connection with the Work must be supplied by SELLER or Seller Affiliates. SELLER must ensure that all equipment, machinery, tools or devices that it or Seller Affiliates brings to the project site are in good and safe repair and that workers who operate the equipment are fully trained and qualified to operate them in a safe manner at all times.

i. Personal protective equipment ("PPE") is the sole responsibility of SELLER and Seller Affiliates. It is the sole responsibility of SELLER and Seller Affiliates to determine the level of PPE needed. SELLER and Seller Affiliates are responsible for conducting any required hazard assessments including air monitoring, noise assessments, or other industrial hygiene services related to the Work.

j. SELLER shall notify COMPANY immediately of any accident or incident on COMPANY'S premises or work site, or of any orders or notices issued by statutory or regulatory authorities with respect to the workplace. SELLER shall provide to COMPANY a completed incident investigation report for any incident upon request.

k. SELLER shall provide COMPANY all required monthly OSHA and/or MSHA data by no later than 5 P.M. on the first working day of each month. This data shall include actual hours worked at the applicable COMPANY location during the immediately preceding month, number of contractor employees and sub-contractors present on site during that month, and MSHA incident detail including number, type and severity of incidents.

3. SALES TAX. A sales tax exemption certificate will be provided for any purchase that qualifies for sales tax exemption.

4. CHANGES. COMPANY may direct SELLER to modify any material or equipment SELLER is providing, by giving SELLER written notification of such written change. Such changes may include design, manufacture, assembly, arrangement or components of goods or equipment. Within five (5) business days after receipt of such change notification, SELLER shall submit a written proposal to COMPANY offering adjustments to the price, delivery schedule and performance requirements resulting from the proposed change. SELLER shall not proceed with any such change until both parties execute a written change order specifying any change in the contract price, delivery schedule, performance requirements and/or terms and conditions of this Contract.

5. FIRM PRICE. The contract price includes all material, labor, services, insurance, and other costs and expenses of every type necessary to furnish and deliver the materials and/or equipment identified in the Purchase Order. All prices stated in the Purchase Order are firm prices and are not subject to escalation for any reason unless escalation is agreed to by COMPANY in writing.

6. DELIVERY. Time is of the essence. SELLER shall timely furnish, in accordance with the Delivery/Shipment Date identified in the Purchase Order, the Work described in the Purchase Order. In the event SELLER does not deliver and/or complete the Work by the required date(s) of the Purchase Order, COMPANY shall have the right to (i) cancel this Contract, (ii) purchase the Work elsewhere, and (iii) collect liquidated damages from SELLER as provided herein, after such due date(s) that the Work remains undelivered and/or uninstalled.

7. SHIPPING. SELLER shall strictly comply with all shipping instructions furnished by COMPANY, which instructions shall be considered a part of this Contract. SELLER shall give COMPANY at least forty-eight (48) hours' notice prior to the delivery of the Work. Any provisions for delivery of the Work by installment shall not be construed as making the obligations of SELLER severable. Shipments sent C.O.D. without COMPANY's prior written consent may be rejected and shall be at SELLER's risk.

8. TITLE AND RISK OF LOSS. Title to all Work shall pass to COMPANY upon SELLER's delivery or completion of the Work to COMPANY. Risk of loss shall transfer to COMPANY upon SELLER's delivery or completion of the Work to the location specified by COMPANY, regardless of whether freight charges are pre-paid or collect. SELLER shall file any claims for Work damaged in transit. COMPANY will promptly notify SELLER of loss, damage or shortage of which COMPANY is aware. If any Work is damaged in transit, SELLER will make immediate arrangements to ship replacements, regardless of any claims or other actions pending against the carrier.

9. **INSPECTION AND RIGHT TO REJECT.** All shipments shall be subject to final inspection by COMPANY after receipt by COMPANY at the delivery site or designated location. COMPANY may reject and refuse acceptance of the Work that are not in accordance with specifications, addenda**,** drawings or SELLER's warranty. COMPANY may deduct from any amount owed to SELLER under this Contract the cost of inspecting Work rejected. Work not accepted shall, at COMPANY's option be (a) returned to SELLER at SELLER's expense; (b) held by COMPANY at SELLER's expense; (c) held by COMPANY for an equitable reduction in price; or (d) repaired by COMPANY at SELLER's expense. COMPANY'S payment of any non-conforming Work shall not constitute acceptance thereof. Acceptance by COMPANY shall not constitute acceptance as to latent or hidden defects with respect to the Work.

10. **TERMINATION FOR BREACH.** If SELLER fails to deliver or fails to perform the Work required within the time provided under the Purchase Order or any mutually agreed upon extension of time, or if SELLER fails to perform any of the requirements of this Contract, COMPANY may terminate this Contract. The rights and remedies of COMPANY provided in this Article 10 shall not be exclusive and are in addition to any other rights and remedies provided in this Contract, at law or in equity.

11. **TERMINATION FOR CONVENIENCE.** COMPANY may, upon seven (7) days' written notice to SELLER, terminate this Contract in connection therewith for the convenience of COMPANY, without penalty. In such event, COMPANY shall pay SELLER, as SELLER's entire and sole compensation, SELLER's actual and reasonable costs of furnishing the Work through the date of termination, as determined by audit of the records but in no event shall such amounts due hereunder exceed the total price as provided in the Purchase Order. In no event, either related to termination or otherwise, shall COMPANY be liable to SELLER for any indirect, punitive, incidental, special, consequential, or exemplary damages, including damages for loss of profit, goodwill, use, or other intangible losses of any type.

12. **WARRANTY.**

a. SELLER warrants and guarantees to COMPANY that the Work provided by or through SELLER shall:
   i. be free from defects in material and workmanship for twelve (12) months after delivery and acceptance by COMPANY;
   ii. strictly conform to SELLER's specifications, drawings, or samples specified or furnished;
   iii. be of merchantable quality and suitable for the particular purpose intended, whether expressed or reasonably implied;
   iv. not infringe upon any patent, trademark or copyright;
   v. bear all warnings, labels and markings required by all applicable laws and regulations;
   vi. to the extent that they are subject to laws prohibiting adulteration or misbranding, not be adulterated or misbranded within the meaning of such laws as of the date of shipment or delivery to COMPANY;
   vii. be conveyed to COMPANY with good title, free of all liens or encumbrances thereon; and
   viii. have been produced, sold, delivered, or rendered to COMPANY in compliance with all applicable laws and regulations.

   These warranties shall survive any termination of this Contract in connection therewith, and COMPANY'S rights hereunder are in addition to any other rights and remedies available to COMPANY under this Contract, at law or in equity. All warranties of SELLER are in addition to any warranties provided by or through any Seller Affiliate.

b. SELLER agrees to promptly pay the entire cost to remove, repair (or at its option to replace), and re-install without charge any defective Work that SELLER or any Seller Affiliate furnished or manufactured; provided that COMPANY notifies SELLER in writing of such alleged defect. SELLER shall complete repair and/or replacement as soon as possible, and shall include, at COMPANY'S sole discretion, all necessary premium time. If SELLER fails to commence or diligently perform repairs within a reasonably prompt time after being notified of any defect, COMPANY may perform such repairs itself or through its own contractors, and SELLER shall be responsible for all costs of such repairs, including any administrative time COMPANY incurs related to such repairs.

13. **PAYMENT.** Payment of the contract price shall be due only after:

a. COMPANY receives an executed original or acknowledgement of this Contract and any Purchase Order in connection therewith;
b. COMPANY receives, inspects, and accepts all Work specified in the Purchase Order;
c. COMPANY receives SELLER'S invoice;
d. COMPANY receives copies of warranties, manuals and all other documents required for the Work; and
e. Unless otherwise agreed to in writing by COMPANY, payment will be sent sixty (60) days from the date COMPANY the requirements set forth above are satisfied.

In the event of any dispute between COMPANY and SELLER, COMPANY may, but shall not be required to, make payment directly to any Seller Affiliate, and the contract price shall be reduced by the amount of such payments. Unless COMPANY agrees to the contrary in writing, COMPANY shall not be obligated to make advance or partial payments for any Work.

14. **INSURANCE.** SELLER shall purchase and maintain Commercial General Liability Insurance and Automobile Liability Insurance, with limits of liability as directed by COMPANY that will protect COMPANY, as well as SELLER from claims arising out of SELLER's operations under this Contract. SELLER shall also maintain valid Worker's

Commercial General Liability:	$2,000,000 each occurrence $3,000,000 annual aggregate (Including product liability and completed operations coverages)
Automobile:	$3,000,000 per accident (Owned, leased, non-owned and hired)
Employer Liability:	$1,000,000 Coverage B Employer's Liability
Worker's Compensation:	In an amount equal to that required by applicable law
Umbrella Liability:	$2,000,000 per occurrence

All policies, except for worker's compensation policies, shall name COMPANY as an additional insured with primary coverage (with any other third-party coverage provided for COMPANY to be deemed as excess only) and shall indemnify, defend and protect COMPANY from all claims, expenses and liabilities in any way connected with any act or omission of SELLER or Seller Affiliates. All insurance shall expressly provide that all rights of subrogation against COMPANY are waived, and that no amendment or cancellation of any policy shall be effective until thirty (30) days' written notice to COMPANY. Before starting the Work, and at any time COMPANY so requests, SELLER shall furnish certificates satisfactory to COMPANY evidencing the required insurance. Neither performance under this Contract or any Purchase Order in connection therewith by SELLER nor any payment by COMPANY prior to receipt of such certificates shall abrogate SELLER'S duty to maintain the required insurance or to supply such certificates to COMPANY. COMPANY may amend the insurance requirements in these terms and conditions from time to time with sixty (60) days' notice to SELLER.

15. PROPRIETARY INFORMATION: All plans, drawings, specifications and the subject matter contained therein, and all other information given to SELLER in connection with performance of this Contract and any Purchase Order in connection therewith, involve valuable property rights of COMPANY, shall be held confidentially by SELLER, shall remain the property of COMPANY, and shall not be used by SELLER for any purpose other than those for which they are being prepared or supplied. SELLER agrees that it will keep confidential the making of this Contract, any Purchase Order in connection therewith and the terms thereof. SELLER agrees not to use for publicity purposes any information concerning this Contract, any Purchase Order, or any photographs, drawings and/or materials in connection with the performance of the Work, without obtaining the prior written consent of COMPANY. All plans, drawings, specifications, and other documents prepared by SELLER in connection with the Work (collectively, the "Company Project Documents") shall be considered works made for hire under United States copyright laws and shall be owned by and for the express benefit of COMPANY. The Company Project Documents shall not be used by any person other than COMPANY, SELLER or Seller Affiliates who need access to the Company Project Documents in connection with performance of the Purchase Order, unless expressly authorized by COMPANY in writing. In the event this Contract or any Purchase Order in connection therewith is terminated pursuant to Article 10 or 11 herein, SELLER shall deliver to COMPANY a complete set of the Company Project Documents within three (3) business days of such termination. Any dispute related to this Contract or any Purchase Order in connection therewith shall not preclude SELLER'S performance of its obligations under this Article 15.

16. INDEPENDENT CONTRACTOR. Neither SELLER, nor Seller Affiliate in performing such services for SELLER, shall be deemed to be the agent or employee of COMPANY, but shall be independent contractors.

17. INDEMNITY. To the fullest extent permitted by law, SELLER shall defend, indemnify and hold harmless COMPANY, and their respective officers, directors agents, employees, construction manager, and engineer ("Indemnified Parties") from and against all liabilities, damages or costs incurred by any of such Indemnified Parties arising from: (i) bodily harm, illness, death, or damage to any property caused by, arising from, or related to the acts or omissions of SELLER or Seller Affiliates in connection with the performance of the Purchase Order; (ii) SELLER'S or Seller Affiliates' willful misconduct or gross negligence in connection with this Agreement; (iii) SELLER'S breach of any of its representations or warranties herein or of the confidentiality provisions of this Contract; (iv) SELLER'S or Seller Affiliates' failure to comply with any applicable law; (v) any willful misconduct, gross negligence, or breach of the confidentiality provisions of this Agreement by any Seller Affiliate; (vi) the employment relationship between any employee and SELLER or the independent contractor relationship between SELLER and its independent contractors; (vii) claims of intellectual property or patent infringement arising from or related to the Work in any manner; and (viii) any liens, including mechanics' liens and other claims of SELLER'S subcontractors, suppliers, consultants, and employees arising out of the Work.

18. MOST FAVORED NATION. SELLER warrants that the prices set forth in this Contract are complete and that no additional charge of any type will be added without COMPANY'S express written consent in advance. SELLER further warrants that the prices set forth in this Contract are the lowest prices charged for the Work, or substantially similar Work, sold by SELLER to its other customers. If, after execution of this Contract, but prior to payment by COMPANY for the Work purchased hereunder, SELLER (i) sells, or offers to sell, Work, or substantially similar Work, to another customer at a lower price, (ii) offers a reduction in price to any customer already purchasing Work,

or substantially similar Work, or (iii) sells, or offers to sell, Work, or substantially similar Work, on commercial terms that are, in COMPANY'S reasonable judgment, more favorable than those set forth in this Contract, such lower price or more favorable terms will be applicable to all purchases of Work by COMPANY hereunder. If, at any time during the term of this Contract, COMPANY receives a bona fide offer from a third party to supply the Work to COMPANY on similar commercial terms, but at a lower price, COMPANY may notify, and provide the necessary particulars of such offer to SELLER, and SELLER will, within, thirty (30) days thereafter, inform COMPANY whether it will match such price for the Work purchased hereunder. If SELLER does not agree to match such price, COMPANY may, in its sole discretion, elect to purchase the Work from such third party, and any obligation of COMPANY to purchase the Work from SELLER pursuant to the terms of this Contract will be deemed to be waived by SELLER to the extent of any such purchases. Upon request of COMPANY, SELLER will be required to certify that it is in compliance with the requirements of this Article. Except as expressly set forth in this Contract, COMPANY will have no obligation to purchase any specific quantity of Work from SELLER and COMPANY will be entitled, in its sole discretion, to purchase the same or similar Work from other suppliers. COMPANY expressly reserves the right to disclose the terms of this Contract, including but not limited to price, to third parties.

19. **AUDIT RIGHTS**. COMPANY will have the right to examine and audit (whether itself or through a third party hired by COMPANY), during normal business hours, any and all records, data and documents, in whatever shape or form, including, but not limited to, electronic media, that may contain information relating to SELLER'S obligations as set forth in this Agreement. Such records will be kept in a form that is clear and accurate and containing content sufficient and adequate detail to permit the aforementioned audit.

20. **DISPUTES.** Any dispute under or related to this Contract or any Purchase Order in connection therewith shall be resolved by litigation in the Federal District Court where COMPANY is located, and COMPANY and SELLER each consent to the venue and exclusive jurisdiction of such court. The prevailing party in any such dispute shall be entitled to recover from the non-prevailing party all reasonable costs of enforcing the terms in this Contract (including, without limitation, attorneys' fees) as part of the award resolving the dispute. SELLER shall continue to perform its obligations under this Contract and any corresponding Purchase Order pending the resolution of any dispute that may arise under or relate to this Contract or any corresponding Purchase Order.

21. **ASSIGNMENT AND USE OF SUBCONTRACTORS.** SELLER shall not assign this Contract or the Purchase Order or any right, obligation or interest in proceeds under this Contract or Purchase Order, without the written consent of COMPANY, and any attempted assignment without such consent shall be void. COMPANY may assign all or a portion of this Contract without the prior written consent of the SELLER. SELLER may use subcontractors to perform the Work provided that (i) COMPANY approves the use of the particular subcontractors in writing; (ii) any subcontract specifically incorporates the terms of this Contract by reference, including, but not limited to, the confidentiality provisions contained herein; and (iii) SELLER agrees to resolve disputes with any subcontractor(s) without involving COMPANY and without impeding the Work.

22. **WAIVER.** COMPANY'S failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege provided in this Contract, or its waiver of any breach, shall not thereafter waive any such term or condition, instruction, right or privilege.

23. **GOVERNING LAW.** This Contract shall be governed by the laws of the State of Delaware.