

## POLICES & PROCEDURES

*We always apply our products based on our supplier's recommendation. We make our best effort to get it right the first time.*

- Proper Chloride application is 1 gallon of water per one gallon of product per 18 sq. feet. If you would like a different application rate, please mention so during your estimate request.
- We are not responsible for "Mother Nature" ...severe weather can and will affect your roadway treatment application and effectiveness.
- Rain or forecasted rain will delay application and scheduling.
- Our warranty is that you will have 30 days to determine if there was an application or product issue.
- We have to juggle Federal, State, County and Municipality schedules-we aren't always told when they will be grading your roadway-so please be patient.
- Please have your area/job site prepared and ready to go. We often don't know when we will be in your area again. This includes properly marking the start/stop areas. Use our ribbons or paper plates.
- Our limited warranty is only applicable if the roadway has been properly prepared, depending on product, before application.
- The county may periodically grade areas where dust suppressant has been applied should they determine it to be in the best interest of the traveling public. In such instances our warranty will be nullified. Bring this up with your county road department and/or commissioners. We will reapply at an additional fee upon request.
- There are no "standard" roads, and we occasionally have new operators, so please, please mark your roadway with the provided ribbon. Please ask for ribbon if you did not receive any or if you need more.
- If your markers/flags are up from last year and we spray you will be charged.
- Any delay or standby charges due to you not putting up ribbons or any other reason will be charged \$75 per fifteen minutes.
- In order for "Neighborhood Discounts" to apply, your ribbons/markers must be out during the day of application. Otherwise, full pricing rates will be applied.
- Although we try to accommodate schedules for some of our smaller jobs, full truckload jobs can and will take priority.
- Any special requirements, such as additional training, medical testing, equipment changes and requirements, or holiday or Sunday applications can and will change your original bid price.
- In the event any unpaid balance is placed for collections with any third-party collection agency, a fee of 30% of the unpaid balance will be added to the total amount due. This amount shall be in addition to any other costs incurred directly or indirectly to collect amounts owed under this agreement such as court costs, attorney fees, late fees, and any other fees so stated elsewhere
- Any discrepancies must be brought to our attention within 7 days.
- **Any bid given over the phone may change-if more product is needed.**
- It is "Dust Control," not "Dust Free!" Dust comes off pavement, chip sealed roads, etc. There is an allowable wear rate with all products in the roadway industry.
- Any need for pilot cars or traffic control can and will increase pricing.
- Payment is due upon receipt of invoice. Late fees will be charged on any delinquent accounts for the rate of 8% per additional month.
- Customer understands that in the event any unpaid balance is placed for collections with any 3<sup>rd</sup> party collection agency, a fee of 30% of the unpaid balance will be added to the total amount due. This amount shall be Otherwise, in addition to any other costs incurred directly or indirectly to collect amounts owed under this agreement such as court costs, attorneys fees, late fees and any other fees so stated elsewhere. The authorized fee of 30% and the additional costs and charges listed above represent the actual costs incurred by Lyman Dust Control Services of Montana, LLC to collect amounts owed under this agreement and a corresponding decrease in expected revenue resulting from the signer's failure to pay as specified in this agreement.