

BRICKWORKS[®]

SUPPLY CENTER

Quotation and Order Confirmation

Nebraska Masonry Supply Center

13801 Industrial Road
Omaha, NE 68137
(402) 408-5555

DATE: July 24, 2026

Quotation #

CRM #

Quotation valid until: 90-Days from date above.

Prepared by: Shelle Kracht, (402)408-5555

To: MCNEIL COMPANY

Address:

Job Name: WILLIAMSBURG CHERRY CREEK BS

Job Type: RESIDENTIAL

Owner:

Architect:

GC.:

Sales Tax: ☐ YES ☐ NO

Field Panel: ☐ YES ☐ NO

Sales Rep: Shelle Kracht

Comments or special instructions:

Michelle.Kracht@Brickworkssupply.com

S/O	Qty	UM	Product Description	F.O.B.	F.O.B. Nebraska Brick	Total
	8,320	EA	WILLIAMSBURG CHERRY CREEK BS 416/CUBE 5.02 BRICK PER SF - 20 CUBES 1657 SF		\$ 0.53	\$ 4,409.60
		EA	WALL TIES 250/BOX		\$ 0.15	\$ -
		EA	ASH GROVE TYPE N MORTAR GREY		\$ 12.32	\$ -
			STARTING MAY 1ST, 1.5% ENERGY SURCHARGE ADDED TO ALL ORDERS			
		EA	FREIGHT TO NE BRICKWORKS PER LOAD			\$ -
	1	EA	LOCAL DELIVERY PER LOAD	30,000lbs/load	\$ 150.00	\$ 150.00

**SPECIAL ORDER ITEMS AS INDICATED ABOVE WITH AN
ASTERISK (*): including shapes, special sizes, kerfing and
blending are not subject to cancellation once production
commences are orders are placed with an outside
vendor/supplier.**

Subtotal:	\$ 4,559.60
7% - Estimated Tax:	\$ 319.17
TOTAL:	\$ 4,878.77

THE UNDERSIGNED HEREBY ORDERS THE ABOVE MATERIAL SUBJECT TO, AND IN AGREEMENT WITH
THE TERMS AND CONDITIONS OF CONTRACT AS STATED HEREIN AND ON THE ATTACHED.

Buyer's Signature _____

Date: _____

Name (print) _____

Requested Delivery Date: _____

(Physical Date Required for all deliveries)

See Page 2 & 3 for Terms and Conditions

If FOB Destination Price/Unit is shown above based on minimum quantities as detailed on page 1.

Quantities less than the minimum will incur an extra charge for freight on the delivery to cover the minimum freight cost.

If Freight is shown as a separate line item above, it is subject to change based on the prevailing rates and fuel surcharges at the time of shipment.

Brick & mortar are subject to approval of field panel by architect.

This quotation supersedes all previous quotes, verbal and written.

Additions and changes in size, shade or quantity nullifies this quotation unless the prices shown are based solely on the item and no quantities are shown for the item.

Delivery dates will be determined only after receipt of quantities, approved shape drawings and a signed Offer-to-Purchase. Verbal estimates are based on current production backlogs and availability of material.

TERMS: net thirty (30) days,

For all special order items as indicated above with an asterisk (*), an Offer to Purchase **must** be signed before production begins or orders are placed for the items.

All special order items (*) will be invoiced to the purchaser and material is non-returnable. For special ordered products and shapes, quantities added to the original order after production is completed, will incur a set-up charge of \$690.00 for each item.

TERMS AND CONDITIONS OF CONTRACT

(The term "Seller" shall mean Glen-Gery Corporation. The term "Buyer" shall mean any person or entity that orders or otherwise purchases material from Seller).

A. ACCEPTANCE OF THIS CONTRACT AND EACH SHIPMENT THEREUNDER IS SUBJECT TO APPROVAL BY SELLER'S CREDIT DEPARTMENT. THE TERMS AND CONDITIONS SET FORTH BELOW ARE PART OF THE CONTRACT BETWEEN THE PARTIES AND NO ADDITIONAL OR DIFFERENT TERMS CONTAINED IN ANY DOCUMENT SUBMITTED BY BUYER ARE PART OF THIS CONTRACT. IF ANY DOCUMENT SUBMITTED BY BUYER, INCLUDING BUYER'S PURCHASE ORDER EXPRESSLY LIMITS ACCEPTANCE THEREOF TO THE TERMS OF THE DOCUMENT OR PURCHASE ORDER OR CONTAINS AN OBJECTION TO ANY TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE CONTAINED IN BUYER'S DOCUMENT OR PURCHASE ORDER, NEITHER THIS CONTRACT NOR SHIPMENT OF GOODS HEREUNDER SHALL BE DEEMED AN ACCOMMODATION TO THE BUYER.

B. Prices contained herein for goods are firm for the period of time indicated on Seller's order acknowledgement or if no such period is indicated, prices shall be firm only for six months from date of order acknowledgement. In either case, later shipments will be invoiced at prices then prevailing.

C. The Buyer shall pay or reimburse the Seller for all applicable taxes.

D. Goods ordered by mistake or in excess of requirements may not be returned.

E. Shipments will be made either:

- 1) F.O.B. point of delivery, in which event Seller shall have the right to determine the method and route of transportation. Truck delivery will be made only on hard surface roads to job site otherwise to street curb. Unless unloading charge is included herein, Buyer must provide necessary labor for immediate unloading. Delay of trucks at job site beyond one hour will be charged to Buyer at the prevailing rate or,
- 2) F.O.B. Glen-Gery plant or yard site, in which event Buyer shall have the right to determine the method and route of transportation and shall be solely responsible for the delivery.

F. Title and risk of loss shall pass to Buyer upon delivery either to F.O.B. point of delivery or F.O.B. the Seller's plant or yard site as applicable. In the event of damage, Buyer shall make notation on delivery receipt or freight bill of lading, indicating number and size of items damaged.

G. When Buyer acknowledges receipt of material in good condition, no claim for shortage or damage, patent defects or any other defect will be accepted. Buyer acknowledges that materials manufactured and shipped are deemed free from all defects and deficiencies and can give rise to no claim, unless written notice is given to Seller Within forty-eight (48) hours after unloading, and in case of claims made on the basis of latent defects, written notice must be given promptly to the Seller upon discovery of such defects and in no event later than one year after installation of the material, or such claims shall be deemed waived by Buyer. Seller shall be given a reasonable opportunity to investigate all claims. No allegedly defective materials may be returned to Seller without Seller's prior written consent.

H. NO CLAIMS RELATING TO SIZE, COLOR, TEXTURE OR WARPAGE WILL BE CONSIDERED AFTER MATERIAL IS LAID IN WALL. USE IS ACCEPTANCE OF MATERIAL AS CONFORMING GOOD.

I. No claims and/or back charges will be allowed for sorting and/or handling of damaged and/or defective material unless Seller has approved charge after checking and verifying that such material is not acceptable, and in no event shall a claim be recognized if material has been improperly handled.

J. Seller will not be liable for any claim for damage to brick, block, or mortar resulting from improper storage, handling, installation or cleaning, by Buyer or any other party, INCLUDING BUT NOT LIMITED TO, DAMAGE THAT MAY BE CAUSED TO BRICK, BLOCK, OR MORTAR, RESULTING FROM CLEANING WITH PRESSURE WASHERS.

K. SELLER WARRANTS TITLE TO PURCHASE MATERIAL. THE MATERIAL SHALL ALSO MEET THE ASTM SPECIFICATIONS SET FORTH IN PARAGRAPH O BELOW. ANY SPECIFICATIONS WHICH MODIFY OR OTHERWISE CHANGE ASTM SPECIFICATIONS IN PARAGRAPH O SHALL BE SUBMITTED BY THE BUYER TO SELLER IN WRITING AND ARE SUBJECT TO SELLER'S EXPRESS WRITTEN AGREEMENT TO BUYER'S ADDITIONAL TERMS. SHOULD THE MATERIALS FAIL TO CONFORM TO THE FOREGOING WARRANTIES, SELLER WILL, AT ITS OPTION REPLACE MATERIAL F.O.B. JOB SITE OR REFUND THAT PORTION OF THE PURCHASE PRICE OF THE MATERIALS WHICH FAIL TO MEET THESE WARRANTIES.

SELLER MAKES NO OTHER WARRANTIES WHATSOEVER IN CONNECTION WITH THE SALE OF THE MATERIALS, EITHER EXPRESS OR IMPLIED, WRITTEN, ORAL OR ARISING FROM COURSE OF DEALING, OR USAGE OF TRADE. SELLER ALSO EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE FOR ANY BREACH OF ANY WARRANTY HEREIN. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

IN PARTICULAR, BUT WITHOUT LIMITATION, SELLER MAKES NO WARRANTIES REGARDING THE ABSENCE OF EFFLORESCENCE AND DISCOLORATION AFTER THE BRICK OR BLOCK OR MORTAR HAVE BEEN INSTALLED AND THE SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH CONDITIONS.

L. Seller shall not be liable for failure of or delay in deliveries resulting from causes beyond our reasonable control including, but not limited to the failure of supply or quality of raw materials, fuel shortages, failure of manufacturing facilities, failure to recover the product, labor or transportation difficulties, acts of Government, acts of God, casualty or weather conditions.

M. LIMITATION ON SELLER'S LIABILITY

THE PARTIES HEREBY AGREE THAT BUYER'S REMEDIES SHALL BE LIMITED TO REPLACEMENT OF MATERIAL F.O.B. JOB SITE OR REFUND OF THE PURCHASE PRICE. SELLER SHALL, IN ITS SOLE DISCRETION, DETERMINE WHETHER MATERIAL WILL BE REPLACED OR WHETHER THE PURCHASE PRICE WILL BE REFUNDED. SINCE THE PRICE OF SELLER'S MATERIAL DOES NOT INCLUDE THE COST OF ANY POSSIBLE LOSS OR LIABILITY ARISING OUT OF CLAIMS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY RESERVE OR INSURANCE THEREFOR, SELLER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, LATE DELIVERIES, NEGLIGENCE, ANY TORT CLAIM OR OTHER CAUSE OF ACTION. IN NO

EVENT SHALL SELLER BE LIABLE FOR DAMAGES IN AN AMOUNT WHICH EXCEEDS THE PRICE OF THE MATERIAL ON WHICH LIABILITY IS BASED.

N. At the election of either party to this contract, any controversy or claim-legal or equitable arising or relating to this contract or any breach thereof, including but not limited to any claim or controversy based upon any express or implied warranty, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The decision of the arbitrator(s) shall be final and binding upon the parties and may not be vacated, modified or appealed.

Notwithstanding the provisions of the preceding paragraph, an election by either party to arbitrate shall in no way affect Glen-Gery Corporation's right to file a petition to establish a mechanic's lien any similar lien provided by common law or statute for the protection of materialman) or to file suit against the surety named in a labor and material payment bond covering the project in question. In the case of a mechanic's lien or similar lien, the appropriate court shall have authority to conduct hearing to determine whether such lien, final or interlocutory, should issue, and to enter the appropriate order establishing the lien.

O. A Grade brick meet current relevant ASTM specifications and Glen-Gery's standards.

S Grade brick meet current relevant ASTM specifications but do not meet Glen-Gery's standards

C Grade brick do not meet current relevant ASTM specifications and do not meet Glen-Gery's standards, and are "SOLD AS IS" without warranty.

P. Payment without discount is due by the end of the month following the date of invoice. On items indicated on the front of this form where cash discount applies, cash discount will be allowed if paid by the 10th of the month following the date of the invoice.

If payment in full is not received by Seller by the end of the month following the date of invoice, the outstanding balance due on the invoice shall be considered past due and finance charge of 1 1/2 % per month, which is an annual rate of 18% will be charged to the outstanding past due balance. Seller's failure to collect interest on any outstanding balance shall not constitute a course of conduct or otherwise waive Seller's right to collect interest on any outstanding balance.

Q. In the event Seller employs counsel for advice or other representation of Seller's rights and interest under or relating to this contract, including but not limited to all efforts by counsel to collect any amount due Seller through arbitration or litigation, Buyer agrees to pay the reasonable attorney's fees and costs incurred by Seller.

R. **SPECIAL ORDERS, SHAPES, SIZES, KERFING AND BLENDING** BUYER HEREBY AGREES TO THE FOLLOWING SPECIAL TERMS AND CONDITIONS:

1. SPECIAL ORDERS, SHAPES, SPECIAL SIZES, KERFING AND BLENDING ARE NOT SUBJECT TO CANCELLATION EITHER IN WHOLE OR IN PART ONCE PRODUCTION COMMENCES.
2. TERMS OF PAYMENT WILL BE AS DESCRIBED ELSEWHERE IN THE CONTRACT.
3. PAYMENT WILL BE DUE WHETHER THE BUYER TAKES THE PRODUCT OR NOT.
4. ALL MATERIAL ORDERED BUT NOT SHIPPED WITHIN 90 DAYS AFTER THE ACKNOWLEDGED SHIP DATE WHICH IS SHOWN ON THE FRONT OF THE ORDER ACKNOWLEDGMENT AND/OR OFFER TO PURCHASE WILL BE INVOICED TO THE BUYER.
5. THE BUYER AGREES THAT THE PRODUCT WILL BE KEPT AT THE PLANT FOR ONE HUNDRED AND EIGHTY (180) CALENDAR DAYS FROM DATE OF INVOICE AFTER WHICH TIME THE SELLER MAY DISPOSE OF THE PRODUCT UNLESS OTHER ARRANGEMENTS ARE AGREED TO BY THE SELLER.

S. This contract supersedes all previous agreements or communications, whether written or oral, which relate to this contract. Buyer specifically acknowledges and agrees that this contract/offers express limits acceptance to the terms contained herein. To the extent this contract is deemed an acceptance, Buyer acknowledges that it is expressly made conditional on Buyer's assent to the additional or different terms and Buyer hereby expressly agrees to and accepts the additional or different terms.

T. No modification, alteration or amendment shall be effective unless in writing and signed by authorized officers or representatives of both parties.

U. The internal laws of Pennsylvania shall govern this contract.