

Industrial Diesel, Inc.

8705 Harmon Road
Ft. Worth, TX 76177
Phone (817) 232-1071
Toll Free (800) 323-3659
Fax (817) 232-0354

11/10/2017

MONTAGUE COUNTY
PRECINT #1
P.O. BOX 56
MONTAGUE, TX 76251

To whom it may concern,

While reviewing our accounts we noticed that we may not have the most up to date information in our accounts. To make sure we have the most up to date information, we ask that you complete the enclosed credit application with terms and conditions, and return it to us using one of the methods listed below by December 15, 2017.

By Mail: Industrial Diesel, Inc.
8705 Harmon Rd.
Fort Worth, TX 76177

By Fax: 817-232-0354

By email: chlorisa@industrialdiesel.net

If we do not receive the completed application back by December 15, 2017 your account terms will be changed from Net 30 to COD.

In the meantime, please visit us at www.industrialdiesel.net if you have a need for used or remanufactured diesel engines in the Industrial, Marine or Mining industries. We also have a large selection of parts for Detroit Diesel, Caterpillar, Cummins and Perkins engines too.

We look forward to hearing from you soon!

Sincerely,

Brian O'Banion
Controller
Industrial Diesel, Inc.

Application For Credit

Please Fax Completed Application to (817) 232-0354

Federal Tax Identification # _____ Date: 12-6-17

Name of Business: Montague County

DBA (if any): _____

Billing Address: POB 416

City: Montague State: TX. Zip: 76251

Ship To Address: _____

City: _____ State: _____ Zip: _____

Telephone: 940-894-2556 Fax: 940-894-2548

Email: mcorussell@windstream.net

Number of Years in Business _____ State of Organization _____

Type of Organization: Individual/Sole Proprietor Corporation Partnership Limited Liability Company

Other Government

Nature of Business Government

Company listed with D&B Yes No If Yes, D&B Number: _____

Company Officers Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Accounts Payable Contact Name: Glynis Russell

Phone: 940-894-2556 Fax: 940-894-2548 Email: mcorussell@windstream.net

Purchase Order Number Required? Yes No

Customer Exempt for Sales Tax: Yes No (If Yes, attach State Sales and Use Tax Resale or Exemption Certificate)

Persons Authorized to Purchase

Name: Roy Darden Title: Comm Pct. 1

Name: Mike Mayfield Title: Comm Pct. 2

Name: _____ Title: _____

GENERAL TERMS AND CONDITIONS

By submitting an application for credit to Industrial Diesel, Inc. ("IDI"), the applicant ("Customer") agrees that these General Terms and Conditions (the "Terms") apply to any equipment or product ("Product") purchased by Customer from IDI.

1. **Pricing.** Pricing is subject to change at any time prior to IDI's receipt of a signed purchase order from the Customer.
2. **Taxes and Shipping Costs.** The sales price for the Product does not include any applicable taxes and shipping costs. Customer shall be responsible for the payment of any sales, use, excise, or other similar taxes applicable to the sale of the Product. Customer must provide IDI with a resale/exemption certificate in order to avoid the withholding of applicable taxes. In addition, Customer shall be responsible for all shipping cost to deliver the Product to Customer.
3. **Payment.** Invoices shall be due and payable thirty (30) days after Customer's receipt of invoice from IDI. Any unpaid balance that is past due may be charged interest at a rate equal to the lesser of: (a) 18% per year, or (b) the maximum lawful rate that may be charged.
4. **Delivery of Product.** IDI will arrange for shipment of the Product by third-party carrier to the location specified by Customer in writing. Customer shall be responsible for all shipping costs. Risk of loss or damage to the Product passes to Customer upon IDI's delivery of the Product to the third-party carrier at Fort Worth, Texas.
5. **WARRANTY.** EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THE APPLICABLE INVOICE FOR THE PRODUCT SOLD TO CUSTOMER, IDI MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, REGARDING THE PRODUCT SOLD.

ANY CLAIM BY CUSTOMER OF A BREACH BY IDI OF A REPRESENTATION OR WARRANTY, IF ANY, CONTAINED IN THE APPLICABLE INVOICE THEREFORE MUST BE ASSERTED IN WRITING BY CUSTOMER AND THE CORRESPONDING PRODUCT DELIVERED TO THE IDI PREMISES WITHIN THE TIME PERIOD SPECIFIED IN THE INVOICE (OR IF NO TIME PERIOD IS STATED IN THE INVOICE, WITHIN 30 DAYS AFTER THE DATE THAT THE PRODUCT IS RECEIVED BY CUSTOMER).

The limited warranty set forth above in this Section 5 shall not apply to nonconformities, errors, or defects in the Product due to any of the following: (a) misuse of the Product, (b) modifications of the Product by Customer or third parties, (c) failure by Customer to adhere to any IDI directions or specifications concerning the Product.

6. **LIMITATION OF LIABILITY.**
 - (a) IDI'S ENTIRE LIABILITY TO CUSTOMER ARISING OUT OF OR RELATED TO THE PROVISION OF THE PRODUCT BY IDI TO CUSTOMER SHALL IN NO EVENT EXCEED THE PRICE FOR THE PRODUCT OUT OF WHICH SUCH CLAIM OR LIABILITY AROSE.
 - (b) IN NO EVENT SHALL IDI BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE LOSS OR DAMAGE (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF GOODWILL, OR LOSS OF BUSINESS) ARISING AT ANY TIME FROM ANY CAUSE WHATSOEVER, EVEN IF IDI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

- 7. APPLICABLE LAW AND VENUE. These Terms, including all matters relating to the validity, construction, performance, and enforcement thereof, shall be governed by the laws of the State of Texas, without giving effect to its conflict of laws provisions. Exclusive venue for any action arising out of the sale of the Product or these Terms shall lie in federal or state court in Fort Worth, Tarrant County, Texas.

- 8. ASSIGNMENT. Customer may not assign any of its rights or obligations hereunder or with respect to the sale of the Product without the consent of IDI.

- 9. MISCELLANEOUS.
 - (a) No failure by IDI to take action on account of any default by Customer shall constitute a waiver of any such default of Customer or any right of IDI hereunder.

 - (b) If any provision of these Terms is held invalid or unenforceable, such provision shall be deemed modified or severed (as applicable) to the extent necessary to render the same valid, and these Terms shall be construed and enforced to the fullest extent permitted by law.

 - (c) IDI shall not be liable to Customer for any failure or delay due to any cause or occurrence beyond IDI's control, including without limitation, unavailability of or delay in shipment or receipt of the Product, shortages, order backlogs, production difficulties, delays in transportation, fire, strikes, work stoppages, compliance with any law or regulation, acts of God, or acts of terrorism.

 - (d) If payment for the Product or these Terms must be enforced in a court of law, the prevailing party shall be entitled to recover from the other party, reasonable and necessary attorney's fees and reasonable and necessary court costs incidental thereto.

 - (e) Customer shall indemnify and defend IDI against, and hold IDI harmless from, any and all claims, losses, damages, liabilities, and expenses (including, without limitation, court costs and reasonable attorney's fees) resulting from or arising out of Customer's use or operation of the Product.

 - (f) The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.

APPLICANT/CUSTOMER:

NAME OF ENTITY: Montague County

By: [Signature]

Printed Name: Rick Lewis

Title: Co. Judge