



9160 Battletown Road  
Battletown, KY 40104  
(270) 497-4107

**Thank you for choosing Battletown Materials, LLC as a supplier for your concrete and aggregates needs. Attached is our credit application, which includes related terms and conditions of sales of goods. In order to process your application in a timely manner, please take the following actions:**

1. Please complete the application in its entirety including the dollar amount of credit you are requesting. Do not leave any blanks unless they do not apply to you.
2. Please provide credit and/or supplier references that are willing to give a reference for you. Be sure to include email addresses and any other information, such as an account number that may help identify you with them. If they know you under another name, make sure to list that name.
3. Complete and execute the Credit Application, the Guaranty, the Grant of Security Interest and the Release Authorization.
4. Please email your application and any attached documents to [btmar@battletownmaterials.com](mailto:btmar@battletownmaterials.com).
5. Please include a copy of any applicable tax-exempt certificate, building permit or resale license with your credit application.

If you should have any questions about the application or the status of your application, please contact the Company at (816) 257-4000 or [btmar@battletownmaterials.com](mailto:btmar@battletownmaterials.com).

**NOTE: Once all required information has been received and reviewed, please allow up to 10 business days to complete and set up your account if approved.**

Thank you,

Doug Ferrell, SVP Concrete and Aggregates



**APPLICATION FOR CREDIT**

**Please return the signed and completed credit application via email to [btmar@battletownmaterials.com](mailto:btmar@battletownmaterials.com).**

APPLICANT INFORMATION				
APPLICANT ENTITY NAME				
PHYSICAL ADDRESS				
MAILING ADDRESS				
BUSINESS PHONE			WEBSITE	
AP CONTACT NAME			AP EMAIL	
TYPE OF BUSINESS				
FEIN/SSN			YEARS IN BUSINESS	
OWNERSHIP TYPE	SOLE PROP <input type="checkbox"/>	PARTNERSHIP <input type="checkbox"/>	LLC <input type="checkbox"/>	CORPORATION <input type="checkbox"/>
	DATE ORGANIZED:		ORGANIZED STATE:	
AFFILIATED BUSINESS(ES)				

PRINCIPALS (OWNERS AND OFFICERS) OF APPLICANT		
NAME	TITLE	RESIDENCE ADDRESS

Has Applicant or any of its Owners, Principals, Partners, Officers, or Directors ever filed a voluntary petition in bankruptcy, been adjudged bankrupt, or made an assignment for the benefit of creditors? \_\_\_\_ Yes      \_\_\_\_ No

If yes, please provide details: \_\_\_\_\_  
 \_\_\_\_\_

Are taxes owed by Applicant to any taxing authority currently delinquent? \_\_\_\_\_ Yes \_\_\_\_\_ No

If Yes, please specify: \_\_\_\_\_

Has a tax lien or civil suit been filed against Applicant or any of its Owners, Principals, Partners, Officers, or Directors within the past seven years? \_\_\_\_\_ Yes \_\_\_\_\_ No

If Yes, please specify: \_\_\_\_\_

TRADE REFERENCES OF APPLICANT			
NAME	ADDRESS	PHONE	EMAIL

BANK REFERENCES OF APPLICANT			
BANK NAME	ACCOUNT NUMBER	CONTACT	CONTACT PHONE

<b>ESTIMATED MONTHLY PURCHASES</b>			
<b>TAX EXEMPT?</b>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Valid Sales Tax-Exempt Certificate(s) must be provided for all tax-exempt sales otherwise Sales Tax will be collected

IN CONSIDERATION OF BATTLETOWN MATERIALS, LLC OR ANY OF ITS SUBSIDIARIES AND AFFILIATES (REFERRED TO HEREIN INDIVIDUALLY OR COLLECTIVELY AS "SELLER") EXTENDING CREDIT TO APPLICANT, APPLICANT HEREBY ACKNOWLEDGES AND AGREES THAT ALL PRODUCT PURCHASED BY APPLICANT FROM SELLER SHALL BE GOVERNED BY AND SUBJECT TO SELLER'S STANDARD TERMS AND CONDITIONS ATTACHED HERETO AND NOT SUBJECT TO ANY TERMS AND CONDITIONS OF APPLICANT, UNLESS OTHERWISE EXPRESSLY SIGNED BY BOTH PARTIES AND EXPRESSLY REFERENCING THIS CREDIT APPLICATION.

THE APPLICANT ACKNOWLEDGES THAT A SERVICE CHARGE COMPUTED ON THE BASIS OF EIGHTEEN PERCENT (18%) PER ANNUM ON ALL AMOUNTS DUE TO SELLER WHICH REMAIN UNPAID FOR MORE THAN THIRTY (30) DAYS PAST THE INVOICE DATE WILL BE CHARGED TO APPLICANT BY SELLER, AND APPLICANT AGREES TO PROMPTLY PAY SAID SERVICE CHARGE. WAIVER BY SELLER OF ONE OR MORE SERVICE CHARGES SHALL NOT BE DEEMED TO BE A WAIVER OF FUTURE SERVICE CHARGES. IN THE EVENT THAT SELLER COMMENCES LITIGATION, EMPLOYS ATTORNEYS OR USES THE SERVICES OF A COLLECTION AGENCY IN ORDER TO COLLECT PAYMENT OF ANY SUMS DUE AND OWING BY APPLICANT TO SELLER, THE APPLICANT AGREES TO PAY ALL ATTORNEY AND/OR COLLECTION FEES AND COSTS THUS INCURRED, IN ADDITION TO ALL OTHER SUMS DUE. APPLICANT UNDERSTANDS AND AGREES TO A RETURN CHARGE OF TEN PERCENT (10%) ON ALL NON-DEFECTIVE GOODS RETURNED.

THE APPLICANT REPRESENTS AND WARRANTS THAT (1) IT HAS READ AND UNDERSTANDS THIS CREDIT APPLICATION IN FULL, INCLUDING BUT NOT LIMITED TO, THE ATTACHED SELLER'S STANDARD TERMS AND CONDITIONS, (2) THE INFORMATION CONTAINED IN THIS CREDIT APPLICATION IS TRUE AND CORRECT IN ALL RESPECTS AND (3) THE INDIVIDUAL SIGNING ON BEHALF OF APPLICANT HAS ALL NECESSARY CORPORATE AUTHORITY AND APPROVAL TO LEGALLY BIND THE APPLICANT AND THAT THE AGREEMENTS MADE IN THIS CREDIT APPLICATION ON BEHALF OF APPLICANT ARE FULLY BINDING AND ENFORCEABLE IN ALL RESPECTS. APPLICANT ACKNOWLEDGES THAT SELLER IS RELYING ON THE ACCURACY OF THE INFORMATION CONTAINED IN THIS CREDIT APPLICATION AND THE REPRESENTATIONS AND WARRANTIES OF APPLICANT HEREIN IN ITS DETERMINATION TO PROVIDE CREDIT TO APPLICANT FOR THE PURCHASE OF PRODUCTS FROM SELLER.

**CUSTOMER:**

BY: _____	BY: _____
Signature	Signature
_____	_____
Print Name of Signatory	Print Name of Signatory
TITLE: _____	TITLE: _____
Title of Signatory	Title of Signatory
DATE: _____	DATE: _____

**Signature Instructions:** *if Sole Proprietor - owner/individual and spouse, if married;*  
*if Corporation – President or Vice President;*  
*if LLC – manager, member or authorized officer;*  
*if Partnership - all partners)*



9160 Battletown Road  
Battletown, KY 40104  
(270) 497-4107

**BANK CREDIT INFORMATION AUTHORIZATION  
(PLEASE PRINT OR TYPE)**

<b>To be Completed By Customer</b>	Name of Bank: _____
	Address: _____
	City, State, and Zip: _____

To Whom It May Concern:

The indicated company has applied for credit with our company and as shown below, has authorized the release of data. Please fill in the following information at your earliest convenience and return to us in the enclosed self-addressed stamped envelope or by email to [btmar@battletownmaterials.com](mailto:btmar@battletownmaterials.com). Your cooperation is appreciated.

Requestor \_\_\_\_\_

Requestor Title \_\_\_\_\_

<i>I, the undersigned, authorize _____ (NAME OF BANK) to release the following information on account number (s) _____</i>	
<b>To Be Completed By customer</b>	Company Name: _____
	By (signature): _____ Title: _____

Date account opened: \_\_\_\_\_

Average Balance (please check those that apply):

Low \_\_\_ Medium \_\_\_ High \_\_\_ Four \_\_\_ Five \_\_\_ Six \_\_\_

Deposit account relationship satisfactory? Yes \_\_\_ No \_\_\_

Outstanding Loans:

Unsecured \$ \_\_\_\_\_ \$

Secured \$ \_\_\_\_\_ \$

Mortgage \$ \_\_\_\_\_ \$

Installment \$ \_\_\_\_\_ \$

Line of credit? Yes \_\_\_ No \_\_\_

Loan experience: Satisfactory \_\_\_ Unsatisfactory \_\_\_

Remarks: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Signature of Bank Representative

**GUARANTY**

TO: Battletown Materials, LLC

For value received and for the further consideration of any credit that Battletown Materials, LLC or any of its subsidiaries and affiliates (hereinafter referred to individually or collectively as "Seller") may hereafter from time to time extend to \_\_\_\_\_ (Applicant to complete space) or to any division, affiliated or subsidiary corporation or to any other associated entity, person or concern (hereinafter referred to individually or collectively as "Debtor"), the undersigned, regardless of any diversity in spelling or individual or representative designation of his/her name, and being affiliated in some capacity with the Debtor, does hereby unconditionally guaranty the full and prompt payment to Seller, its successors and assigns, of all Debtor's indebtedness to the Seller which Debtor has heretofore incurred and may hereafter incur without deduction by reason of setoff, defense or counterclaim of the Debtor against Seller, including the principal amount, interest, costs and attorney fees that are incurred under this unconditional guaranty and under any contract or invoice evidencing the indebtedness guaranteed herein.

The liability of the undersigned shall not be affected by the amount of credit extended or by any change in the form of said indebtedness, or by any extension or renewal thereof, or by the acceptance of any manner of security therefore or by a compromise, extension or rearrangement of the indebtedness. Notice of the acceptance of this guaranty, of extension of credit hereunder, of default in payment by the Debtor, of change in the form of indebtedness, and/or of renewal or extension of said indebtedness or any part thereof, is expressly waived by the undersigned. Neither demand nor exhaustion of remedies against the Debtor shall be required as a condition precedent to the liability of the undersigned to make full and prompt payment of all sums covered by this guaranty. If payment from the Debtor is not received when due, the undersigned will pay all costs of collection, including attorney's fees. This guaranty may not be altered, modified, terminated or waived except in writing signed by Seller, and shall continue in full force and effect, and shall be conclusively presumed to be relied upon by the undersigned, until such time as Seller receives from the undersigned written notice of revocation by registered or certified mail addressed to Seller's Credit Manager at its registered office address at 9160 Battletown Road, Battletown, KY, 40104. Any revocation of this guaranty by the undersigned shall not in any way relieve the undersigned from liability for any indebtedness incurred by the Debtor prior to the actual receipt by the Seller of such notice of revocation. The unenforceability or invalidity of any one or more provisions of this guaranty shall not render any other provision unenforceable or invalid. In the event this guaranty is signed by more than one Guarantor, then any liability hereunder shall be joint and several. This guaranty shall be binding upon the undersigned's heirs, devices and personal representatives and shall be governed and construed in accordance with the laws of the State of Texas. The undersigned agrees to submit to the jurisdiction of any court of competent jurisdiction in Texas with respect to any litigation arising from this guaranty.

THE UNDERSIGNED GUARANTOR HAS READ THIS GUARANTY AND UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UNTIL TERMINATED IN THE MANNER SET FORTH ABOVE. THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE HAS NOT RELIED ON ANY ORAL OR WRITTEN REPRESENTATIONS BY SELLER IN ENTERING INTO THIS GUARANTY AND THAT GUARANTOR HAS FREELY, WITHOUT COERCION OR DURESS, ENTERED INTO THIS AGREEMENT.

Guarantor: \_\_\_\_\_

Accepted:  
Battletown Materials, LLC

By: \_\_\_\_\_

**Grant of Security Interest in Consideration of Extension of Credit:**

To secure the payment of all indebtedness owed by Customer to Battletown Materials, LLC (“Secured Party”), including without limitation all such indebtedness that exists as of the date hereof or from time to time after the date hereof, Customer hereby grants Secured Party a lien on and continuing security interest in all of Customer’s presently owned or hereafter acquired (a) goods, (b) instruments, (c) promissory notes, (d) chattel paper including electronic chattel paper and tangible chattel paper, (e) documents, (f) books and records, (g) accounts, (h) accounts receivable, (i) equipment, (j) inventory, (k) commercial tort claims, (l) general intangibles, (m) payment intangibles, (n) fixtures, and (o) software, together with all proceeds and all support obligations thereof (collectively, the “Collateral”).

The following constitute a default by Customer: Non-payment when due of any of Customer’s indebtedness to Secured Party, the bankruptcy, insolvency, or assignment for the benefit of creditors of Customer; or any breach in respect of any provision of this or any agreement between Secured Party and Customer. In the event of default by Customer, Secured Party may declare all unpaid balances due and Secured Party shall have all rights and remedies of a secured party under the Uniform Commercial Code (the “UCC”) of the applicable State or other applicable statute or rule, including without limitation taking possession of, selling or otherwise disposing of the Collateral without demand or notice to Customer. Customer hereby waives presentment, notice of dishonor and protest and any and all other notices or demands which by applicable Law must be given to or made upon Customer by Secured Party of all instruments included in or evidencing any of the indebtedness owed to Secured Party or the Collateral. Customer authorizes Secured Party to file a financing statement describing the collateral. Customer hereby authorizes Secured Party to file UCC financing statements in the filing office of any jurisdiction(s) Secured Party deems to be appropriate pursuant to the UCC or other applicable law. In addition, Customer hereby authorizes and ratifies Secured Party’s filing of any such filings prior to the date hereof. Customer waives its right to receive a verification statement evidencing the registration of a UCC financing statement or other filing made pursuant to applicable law.

BY: _____	BY: _____
Signature	Signature
_____	_____
Print Name of Signatory	Print Name of Signatory
TITLE: _____	TITLE: _____
Title of Signatory	Title of Signatory
DATE: _____	DATE: _____

**Signature Instructions:** *if Sole Proprietor - owner/individual and spouse, if married;*  
*if Corporation – President or Vice President;*  
*if LLC – manager, member or authorized officer;*  
*if Partnership - all partners*

**\*This page for Sole Proprietors Only**

**RELEASE AUTHORIZATION**

I HEREBY AUTHORIZE BATTLETOWN MATERIALS, LLC TO OBTAIN COPIES OF MY CONSUMER CREDIT REPORT(S) SOLELY FOR THE PURPOSE OF CONSIDERING THE ESTABLISHMENT OR REVIEW OF A COMMERCIAL BUSINESS ACCOUNT.

LAST NAME \_\_\_\_\_ FIRST \_\_\_\_\_

MIDDLE INITIAL \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

SSN \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

PHONE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**JOINT SPOUSE REPORT**

I HEREBY AUTHORIZE BATTLETOWN MATERIALS, LLC TO OBTAIN COPIES OF MY CONSUMER CREDIT REPORT(S) SOLELY FOR THE PURPOSE OF CONSIDERING THE ESTABLISHMENT OR REVIEW OF A COMMERCIAL BUSINESS ACCOUNT.

LAST NAME \_\_\_\_\_ FIRST \_\_\_\_\_

MIDDLE INITIAL \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

SSN \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

PHONE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



BATTLETOWN MATERIALS, LLC  
TERMS AND CONDITIONS OF SALE OF GOODS  
(Applicable to all purchases and sales of BATTLETOWN MATERIALS, LLC products ("Products"))

1. **ACCEPTANCE.** These Terms and Conditions contain the full understanding of the Parties and supersede all other agreements, written or oral, regarding the subject matter set forth herein. These Terms and Conditions shall supersede the terms and condition of Buyer's order and no prior or subsequent understanding, agreement, term, conditions or trade custom at variance with or supplemental to these Terms and Conditions shall be binding on the Seller. Seller's offer to sell Products to Buyer is expressly conditioned on Buyer's acceptance of these Terms and Conditions. Execution by Buyer of any documentation or instrument incorporating these Terms and Conditions and/or acceptance or delivery of the Products hereunder shall constitute acceptance of these Terms and Conditions. Products will be deemed accepted by Buyer unless Seller is notified in writing of non-acceptance within ten (10) days after receipt by Buyer. Any claim with respect to a Product sold hereunder, including claims based on shortages of goods, will be waived if not brought in writing within ten (10) days of receipt of shipment or delivery. Buyer's rights with respect to Products rightfully rejected will be limited to the rights set forth in Article 7 below. No Product may be returned without Seller's written consent.
2. **TITLE AND RISK OF LOSS.** Unless otherwise expressly agreed in writing, Products are to be delivered to Buyer at Seller's facility and such Products shall be F.O.B. Seller's facility and title to and risk of loss of the Products purchased hereunder shall pass to Buyer upon pick up by Buyer at Seller's facility. Buyer represents that any such carrier shall be a motor carrier under 49 U.S.C. 13102 (14), duly registered with the Department of Transportation pursuant to 49 U.S.C. 13902 and 13905 with a Motor Carrier Safety Rating of "Satisfactory."
3. **WEIGHT AND SHIPMENT.** Unless Buyer provides transportation or indicates shipping instructions at the time of placing its order, Seller shall, without liability, select the route and carrier by which shipment will be forwarded. Except as otherwise agreed herein, quotations and sales are F.O.B. point of shipment, and weight as determined by Seller's scales and methods of measurement shall govern. Freight expense, standby or detention charges, fleeting, local switching, demurrage, car service or destination, terminal or cleaning charges shall be borne by Buyer. BUYER ACKNOWLEDGES AND AGREES THAT PRODUCT IS LOADED INTO TRUCKS AS REQUESTED BY BUYER (OR ITS AUTHORIZED CARRIER). BUYER ASSUMES ALL RESPONSIBILITY FOR SUCH LOADING AND TRANSPORTATION OF THE PRODUCT (INCLUDING ENSURING THAT THE PRODUCT IS PROPERLY SECURED FOR TRANSPORTATION), AND HEREBY IRREVOCABLY DISCLAIMS ANY AND ALL CLAIMS, RIGHTS OR CAUSES OF ACTION AGAINST SELLER WITH RESPECT THERETO.
4. **TERMS OF PAYMENT.** Upon approval of Buyer's credit, all invoices will be due at the gross amount and payable not later than 30 days after the invoice date. Any amount unpaid after such date will bear interest from the date of invoice until paid, at the interest rate of 1½% per month, or at the maximum rate allowed by law, whichever is less. In addition to the interest, upon any breach or default, Seller shall be entitled to all rights under the Uniform Commercial Code, all rights in law and at equity, all court costs, collection agency and attorney's fees and expenses. If at any time financial responsibility of the Buyer becomes impaired or unsatisfactory to Seller, cash payment or security satisfactory to Seller may be required in advance of shipment. If Buyer fails to deliver such cash payment or security, fails to comply with any other term of sale or fails to make a payment when due, Seller reserves the right to cancel all unfilled orders without notice and Buyer shall remain liable for all unpaid accounts, including service charges. Each shipment shall be considered a separate and independent transaction and payment therefor shall be made accordingly.
5. **SECURITY INTEREST.** Seller shall have the right, at its option, to retain a security interest in the Products sold or shipped and to require Buyer to execute a security agreement and financing statements to be filed under the application filing provisions of the Uniform Commercial Code of the state in which the Product is located. Buyer hereby grants such security interest to Seller.
6. **LIMITED WARRANTY.** The Products shall conform to ASTM, ACI or other state or local specifications (if and as applicable) to such Products as of the time title and risk of loss pass to Buyer per Section 2 hereof. Seller, having no control over the use of the Product does not guarantee finished work, nor shall Seller be responsible for the condition of the Product after delivery to the Buyer. Charges incident to inspection or testing made by or on behalf of Buyer to determine compliance with specifications shall be paid for by Buyer. EXCEPT FOR THE LIMITED WARRANTY MADE ABOVE IN THIS ARTICLE 6, SELLER SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY, INCLUDING ANY EXPRESS WARRANTY, ANY IMPLIED WARRANTY OF MERCHANTABILITY OF GOODS, AND ANY IMPLIED WARRANTY OF FITNESS OF GOODS FOR ANY PARTICULAR PURPOSE, ALL OF SUCH WARRANTIES ARE EXCLUDED AND SPECIFICALLY DISCLAIMED BY SELLER.
7. **LIMITATION OF REMEDIES.** THE SOLE AND EXCLUSIVE REMEDY OF BUYER OR ANY OTHER PARTY AGAINST SELLER FOR ALL CLAIMS OF ANY KIND, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, FOR ANY LOSS OR DAMAGES ARISING OUT OF, CONNECTED WITH OR RESULTING FROM, THE SALE OR FAILURE TO SELL PRODUCTS SHALL BE REPLACEMENT OF SUCH PRODUCT SOLD HEREUNDER, F.O.B SELLER'S PLANT OR TERMINAL OR, AT SELLER'S OPTION, REFUND OF THE PURCHASE PRICE PAID FOR THE PRODUCT. NO OTHER REMEDY SHALL BE AVAILABLE TO BUYER (INCLUDING, BUT NOT LIMITED TO INDIRECT OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST SALES, PUNITIVE DAMAGES, INJURY TO PERSONS OR PROPERTY OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS.)
8. **TECHNICAL INFORMATION; HAZARDS AND PRECAUTIONAL PROCEDURES.** Any technical information or assistance Seller or its affiliates provide is given and accepted at Buyer's risk and is not a warranty or a specification. Buyer agrees that it will familiarize itself with all hazards and precautionary procedures with respect to the handling, transportation or use of the Product and will manage the Product accordingly. A Safety Data Sheet (SDS) with complete safety information is available from Seller. BUYER AGREES TO CONVEY THIS WARNING AND TO PROVIDE COPIES OF ALL APPROPRIATE SDS TO ALL PERSONS WHO MAY PURCHASE, USE OR COME INTO CONTACT WITH THE PRODUCTS.
9. **INDEMNIFICATION.** Seller shall not be liable to Buyer for, and Buyer agrees that it will indemnify and hold Seller, its members, managers, directors, officers, employees and agents ("Seller Indemnitees") harmless from and against, any damage, injury or expense (including, without limitation, penalties and fines assessed by governmental authorities and reasonable attorneys' fees and expenses) incurred by or asserted against any Seller Indemnitee by reason of, in whole part, any act or omission on the part of Buyer or any of its directors, officers, employees or agents. Such acts or omissions may include, but are not limited to, breaches of these Terms and Conditions, including failure to convey the warnings and safety information required by law, including the warnings and safety information contained and referenced herein.
10. **DUTIES AND TAXES.** All duties and taxes of any governmental authority payable in respect to the purchase and sale of goods and/or the delivery of the goods to the point of delivery are for the account of Buyer, except as otherwise set out herein.
11. **FORCE MAJEURE AND ALLOCATION.** Seller shall not be liable for any expense, loss or damage resulting from any failure or delay in manufacturing, shipping or delivering Products caused by Government actions, regulations, orders or rulings, acts of God, acts of war, acts of public enemy, fire, strikes, lockouts, breakdowns, accidents, inability to secure rail cars, trucks, barges or other materials, delays in transportation, acts or omissions of Buyer or any other events or other conditions beyond Seller's control, whether similar or dissimilar to the above-mentioned acts or occurrences. During times of shortage or delay, Seller shall have the right to allocate in its discretion among its customers any available Product. In no event shall Seller be obligated to purchase material from others in order to enable it to deliver Product to Buyer hereunder.
12. **GENERAL.** Failure of Seller to exercise any right shall not be deemed a waiver of any rights of Seller. Any oral statements made by Seller's salespersons about the Product do not constitute warranties, shall not be relied upon by Buyer, and are not part of the contract for sale. All of the terms and conditions of purchase and sale are embodied in this writing. If Buyer fails to comply with the terms of payment or with any other terms of sale, Seller shall have the right, in addition to all other rights hereunder and at law, to terminate any unfilled orders without liability.
13. **GOVERNING LAW.** Buyer's order and all claims relating to or arising out of Buyer's order and the Products shall be governed by the laws of the state where Seller's facility is located.