



Tanya Delira <tanya.delira@co.hidalgo.tx.us>

2022-0065 Lennox Credit Application

Amanda Austin <amanda.austin@da.co.hidalgo.tx.us>
To: Tanya Delira <tanya.delira@co.hidalgo.tx.us>
Cc: "ramirez, josephine" <josephine.ramirez@da.co.hidalgo.tx.us>, "garza, victor" <victor.garza@da.co.hidalgo.tx.us>, "vina, robert" <robert.vina@da.co.hidalgo.tx.us>, Amanda Austin <amanda.austin@da.co.hidalgo.tx.us>

Thu, Feb 3, 2022 at 2:24 PM

Ms. Tanya De Lira:

Our office has reviewed the revised Credit Application provided by JF PETROLEUM GROUP, and now approves the Application as to form. Thank you.

Should you have any questions or concerns, please do not hesitate to contact us.

Respectfully,

[Handwritten signature]

Amanda D. Austin
Assistant District Attorney
Pronouns: she, her, hers
Office of the Criminal District Attorney, Civil Litigation Division
Hidalgo County, Texas
100 E. Cano
Edinburg, Texas 78539
(o) 956.292.7609
amanda.austin@da.co.hidalgo.tx.us

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On Wed, Feb 2, 2022 at 3:25 PM Tanya Delira <tanya.delira@co.hidalgo.tx.us> wrote:

Ms. Amanda,

Attached please find the revised credit application for your final review.

Thanks



Tanya De Lira
Contract Specialist II | Purchasing Dept
P 956-318-2626 ext. 4878 F 956-292-7612
E tanya.delira@co.hidalgo.tx.us
W www.co.hidalgo.tx.us/purchasing

On Tue, Feb 1, 2022 at 11:55 AM Amanda Austin <amanda.austin@da.co.hidalgo.tx.us> wrote:

Ms. Tanya Delira:

Our office has reviewed the Lennox credit application. Our office has made in-line recommended modifications below. Please note, our office recommends adding the blue language and removing the red language. Subject to the recommended modifications, the application is approved as to form. Thank you.

PERSONAL GUARANTY

To induce the extension of credit to Purchaser, Guarantor (jointly and severally, if more than one) hereby guarantees payment of all existing and future indebtedness of Purchaser to Seller, including any costs, expenses, and reasonable attorneys' fees payable as a consequence of Seller's collection efforts. The unpaid principal balance of any delinquent account is subject to Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act. Chapter 2251 shall govern remittance of payment and remedies for late payment and non-payment. This personal guaranty is absolute, complete, Irrevocable and continuing and it shall not be necessary for Seller to give notice to Guarantor of any extension of credit to Purchaser, any renewal thereof, any modification of the terms thereof, or Seller's arrangements with any other Guarantor. Guarantor may by written notice, sent via certified or registered mail, to Seller at its Corporate Headquarters as described above (Attn: Credit Dept.) terminate its guarantee as to any new extensions of credit to Purchaser made more than ten days after such written notice. In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company, County agrees, however, to use a best-effort attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of the County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996). but Guarantor shall continue to be obligated in respect of any credit extended in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. within ten days after Seller's receipt of such notice and any credit Seller remains obligated to extend Purchaser at the close of business on the tenth day following Seller's receipt of such notice. Guarantor agrees to provide personal financial information as reasonably requested by Seller.

TERMS AND CONDITIONS OF SALE

All references in this document to "Seller" shall include Lennox International Inc. and/ or any subsidiary or affiliate of Lennox International Inc. (Including, but not limited to, Lennox Industries and other divisions or affiliates) performing any or all of the scope hereunder, whether or not specifically identified herein. All sales made by Seller are subject to the Terms and Conditions of Sale, which shall prevail over any inconsistent terms of any purchase order or other document. No terms and conditions in any way altering or modifying these provisions or any other terms of Seller shall be binding upon Seller unless they are specifically authorized in writing by Seller's authorized representative. There are no t

terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. Purchaser shall also be bound by all payment terms listed on any invoice.

Prices in quotations made by Seller are subject to change without notice, and all quotations expire and become invalid if not accepted within 30 days from the date of issue, unless otherwise noted by Seller in writing. Price extensions when made are for Purchaser's convenience only, and. Any mathematical, stenographic, or clerical errors made on price extensions are not binding on the Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to Federal, State, or Local authority. Any taxes now or hereafter imposed upon sales of shipments will be added to the purchase price. Purchaser agrees to reimburse Seller for any such tax to provide Seller with an acceptable tax exemption certificate. Purchaser is a local governmental entity and as such is exempt from paying any and all taxes of any kind.

To the extent permitted under the Constitution and the laws of the State of Texas; Seller may not be liable for delay or default in delivery and all quotations and agreements are contingent upon any cause beyond Seller's reasonable control, including, but not limited to, governmental action, interference or regulation, war, flood, strikes, or other labor troubles, fire, force majeure, damage or destruction of goods, manufacturers' shortages, inability to obtain materials, fuels, or supplies, acts of God, or any other cause whatsoever beyond Seller's control. To the extent permitted under the Constitution and the laws of the State of Texas; Seller reserves the right to adjust prices due to delays, shortages, or increased costs of materials or transportation.

Goods not manufactured by Seller are warranted and guaranteed only to the extent and in the manner warranted and guaranteed to Purchaser by the original manufacturer of such goods. TO THE EXTENT PERMITTED UNDER THE CONSTITUTION AND THE LAWS OF STATE OF TEXAS; ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. To the extent permitted under the Constitution and the laws of the State of Texas; Seller's liability hereunder, and purchaser's exclusive remedies hereunder, either in contract or in tort or pursuant to statute, for breach of warranty or for negligence, are expressly limited to the giving of credit or replacement; Seller must be given written notice identifying the defective goods and specifying the defect within ten (10) days after receipt of the goods by purchaser; Seller must also be given the opportunity to inspect the allegedly defective goods, and if requested by seller, the allegedly defective goods must be returned to seller. Failure to give required notice within the time provided, or failure to return allegedly defective goods to seller following seller's request constitutes a waiver of all claims against the seller. To the extent permitted under the Constitution and the laws of the State of Texas; Seller's responsibility to give credit or replacement is limited to the extent that seller is able to obtain equivalent credit or replacement from the original manufacturer of such goods; Purchaser and seller agree that seller shall not be liable directly or indirectly for any consequential, incidental, special or indirect damages in any way arising from the sale, handling, installation, or use of the goods sold or from any other breach of this document, any purchase order or any other agreement between purchaser and seller.

To the extent permitted under the Constitution and the laws of the State of Texas; No credit for goods returned by Purchaser may be given without Seller's written authorization; returns are subject to a restocking charge; No claim for shortage of goods or damage to goods shall be allowed unless Purchaser, within ten (10) days after receipt of shipment, gives Seller written notice of the claim for shortage or damage and in such written notice fully describes the shortage and/or damage alleged; sales are F.O.B. Seller's loading dock; Seller may not be liable to Purchaser for goods which are damaged or lost while in the possession of a common carrier, and it will be Purchaser's responsibility to recover any and all damage directly from the common carrier; and Any change in quantities or destination may result in a price adjustment by Seller.

To the extent permitted under the Constitution and the laws of the State of Texas; Purchaser agrees to pay Seller reasonable storage fees for products not delivered or picked up from Seller's yard within 60 days of agreed delivery date; No legal action shall be brought by the Purchaser against the Seller for any claim with respect to any goods sold by Seller to Purchaser more than one (1) year after delivery of such goods to the Purchaser; and it is agreed that any cause of action with respect to such goods will accrue on the date of delivery of such goods.

To the extent permitted under the Constitution and the laws of the State of Texas; Seller assumes no responsibility whatsoever for Seller's interpretation of plans or specifications provided by Purchaser and Purchaser's acceptance must be premised on final approval by architects, engineers, or other third parties, and not on Seller's interpretation.

Unless otherwise stated on the invoice or other writing from Seller, payment terms are 1%10, net 15 from statement date. Payment is due in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. Payment is due in the form of cash, cash equivalent, check, or money order. Seller may apply Purchaser's payment against any open charges within Seller's sole discretion. On past due accounts Seller may impose a monthly finance charge to be the lower of one- and one-half percent per month or the maximum Interest charge permitted to be charged by the law governing the account between Purchaser and Seller. The unpaid principal balance of any delinquent account is subject to the Texas Prompt Payment Act, and Chapter 2251 shall govern remittance of payment and remedies for late payment and non-payment. To the extent permitted under the Constitution and the laws of the State of Texas; a finance charge may continue to accrue after Seller obtains a Judgment against Purchaser; Seller has the right to exercise setoff or recoupment when needed to satisfy an outstanding debt; and All agreements between Seller and Purchaser (and any affiliate or subsidiary of Purchaser) shall be considered as one single integrated agreement between Seller and Purchaser. Purchaser agrees that all funds owed to Purchaser from anyone or received by Purchaser to the extent those funds result from the materials supplied by Seller shall be held in trust for the benefit of Seller (the Trust Funds). Purchaser agrees it has no interest in the Trust Funds held by anyone and to promptly account for and pay to Seller all such Trust Funds.

Purchaser agrees to pay Seller all costs and expenses of collection, suit, or other legal action, including all actual attorneys' and paralegal fees, incurred through trial, on appeal, or in any administrative proceedings brought as a result of the commercial relationship between them. Any cause of action which Seller may have against Purchaser may be assigned by Seller. The Agreement shall be governed and determined by the laws of the State of Texas. Any action or proceeding related to or arising out of the Agreement shall be resolved only in a court in Hidalgo County, Texas, and Purchaser and Seller expressly consent to the personal jurisdiction of such courts and waive any right to cause any action or proceeding to be brought or tried elsewhere.

Seller and Purchaser agree that any suit or other legal action brought by either party against the other arising as a result of the account and/or business relationship between Seller and Purchaser shall be brought in a Court of competent jurisdiction located in Dallas County, Texas. Seller and Purchaser further agree that this Credit Application and all its terms and all other documents arising as a result of the account and/or business relationship between Seller and Purchaser shall be construed under and in accordance with the laws of the State of Texas. Seller and Purchaser further agree to attend mediation prior to trial of any dispute arising as a result of the account and/or business relationship between Seller and Purchaser. If Seller and Purchaser cannot agree on a mediator, Seller and Purchaser shall request that the Court appoint a mediator. The cost for mediation will be divided evenly between all parties to the lawsuit. To the extent permitted under the Constitution and the laws of the State of Texas; Invoices shall be deemed correct unless contested in writing within seven (7) business days of receipt. A counterpart of this document delivered by facsimile or electronic transmission shall be deemed an original document and be valid for all purposes. If Seller stores this document electronically in the manner known as "scanning", a reproduction from the scanned document shall be considered an original counterpart and shall be enforceable.

Seller and Purchaser reserve the right to terminate or restrict any order upon thirty (30) day notice to the other. Seller's extension of credit shall at all times be within the sole discretion of Seller. Seller retains the right to curtail, modify or eliminate any credit availability or credit limit within its sole discretion until such payment or adequate assurance of performance has been received. Purchaser certifies that it is solvent and that it will immediately advise Seller if it becomes Insolvent. Purchaser agrees to provide Seller a certification of solvency on request. Purchaser agrees to send Seller written notice of any changes in the form of ownership of Purchaser's business within five days of such changes. In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use a best-effort attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of the County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

PURCHASER AND SELLER AGREE AND INTEND THAT THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS DOCUMENT AND THAT THE PURCHASER AND SELLER ARE THE SOLE INTENDED BENEFICIARIES OF THIS DOCUMENT. When applicable, the terms of Executive Order 11246 and 41 C.F.R. part 60-1 shall apply to any purchase made by Purchaser in reliance on this document.

Should you have any questions or concerns, please do not hesitate to contact our office.

Respectfully,

Amanda D. Austin
Assistant District Attorney
 Pronouns: she, her, hers
 Office of the Criminal District Attorney, Civil Litigation Division
 Hidalgo County, Texas
 100 E. Cano
 Edinburg, Texas 78539
 (o) 956.292.7609
 amanda.austin@da.co.hidalgo.tx.us

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On Tue, Feb 1, 2022 at 8:37 AM Tanya Delira <tanya.delira@co.hidalgo.tx.us> wrote:

Good morning,

Attached please find the Lennox credit application for your review and/or approval.

Respectfully,



T anya ▪ De Lira	
Contract Specialist II Purchasing Dept	
P 956-318-2626 ext. 4878 F 956-292-7612	
E tanya.delira@co.hidalgo.tx.us	
W www.co.hidalgo.tx.us/purchasing	