PG 35% FILED FOR RECORD: 3-23-DULY RECORDED: 3-28+ 1978 at 9:10 o'clock_ 1978 at 9:00 o'clock_ A M. GRACE BOSTICK, TYLER COUNTY CLERK BY Frall Sature Deputy INSTRUMENT NO.

TYLER COUNTY COMMISSIONER'S COURT SPECIAL MEETING FEBRUARY 28, 1978

A Special Meeting of the Commissioner's Court, met on Tuesday February 28, 1978, at 10:00 A.M. All members being present. The meeting was opened with prayer by Judge Allen Sturrock.

A motion was made by Commissioner Riley and seconded by Comm. Lowe to accept Gravel from Kirby Forest Industries, Inc. for Precincts Nos. I, II, & III. All voted yes and none no. See attached.

Commissioner Lowe made a motion which was seconded by Comm. Fowler to extend Bids on equipment for Commissioners, until March 2, 1978. All voted yes and none no.

A motion was made by Commissioner Riley and seconded by Comm. Jordan to accept the bid of J.E. Gardner, Dist. of Conoco Products, for Gas and Oil for the County. All voted yes and none no. See attached.

A motion was made by Commissioner Jordan and seconded by Comm. Riley to pay expenses for the District Clerk and County Clerk with their Deputies to attend Seminar at A & M University on March 7,8, and 9th. All voted yes and none no.

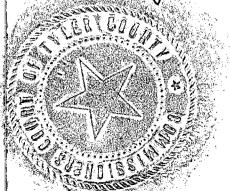
A motion was made by Commissioner Fowler and seconded by Comm. Jordan to advertise for bids on a new Dozer for the County Dump. Specifications made be seen at the County Clerk's Office. These include a Trade-in and the balance to be paid with Time-Warrants. All voted yes and none no. Bids to be opened March 17,1978.

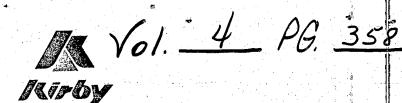
A motion was made by Commissioner Jordan and seconded by Comm. Lowe to table the Bids on Micro Wave Oven until March 2, 1978 and requiring the Sheriff to bring recommendations. All voted is yes and none no.

A motion was made by Commissioner Riley and seconded by Comm. Lowe to advertise for Bids on Courthouse Roof. County Attorney Rois Brockman being in charge of specifications and bidding process. Bids to be opened at Regular Meeting of Commissioner's Court, On April 10, 1978. All voted yes and none no.

There being no furthur business, the meeting adjourned.

Allen Sturrock, County Judg SIGNED: Maxie Riley, Comm. Pct. #1 H.K. Lowe, Comm. Pct. #2 Leon Fowler, Comm. Pct. #3 James R. Jordan, Comm. Pct. #4 dan Grace Bostick, County Clerk ATTEST:





February 20, 1978

Honorable Judge Allen Sturrock County Judge, Tyler County Woodville, Texas 75979

Dear Judge Sturrock:

We are in receipt of a request from Commissioner Leon Fowler, Precinct 3, and Commissioner Kenneth Lowe, Precinct 2, for permission to enlarge their existing iron ore gravel pit on Kirby's property in the D. B. McComb Survey, Abstract 446, Tyler County, at the location pointed out to our representative and approximately as shown on the attached sketch.

We hereby grant such permission subject to the following understanding:

- The material removed hereunder will be used in maintenance of county roads in Precinct 2 and 3.
- 2. Removal will be confined to an area of approximately 3.00 acres and total quantities removed will not exceed 5000 cubic yards.
- 3. Timber within the pit site will be disposed of by Kirby Forest Industries, Inc.
- 4. Upon completion of the removals, the site will be left in condition that will drain freely and not hold water.
- 5. Removals will be completed on or prior to August 31, 1978, at which time we would appreciate receiving from you a statement as to quantities actually removed.
- 6. The material being donated in this instance has an approximate value of \$6,750.00.
- 7. In planning, maintaining, operating or abandoning the pit, we will look to you to comply with all applicable provisions of law and governmental regulations

You may enter and commence removals subject to the above conditions and your agreement to submit this letter to the next regular session of the Commissioners Court for its official acceptance and approval. If this correctly sets forth our understanding, please execute the duplicate copy of this letter and return to me.

Yours very truly,

Narvin Davenport

Manager - Land Operations

Alle Aurie

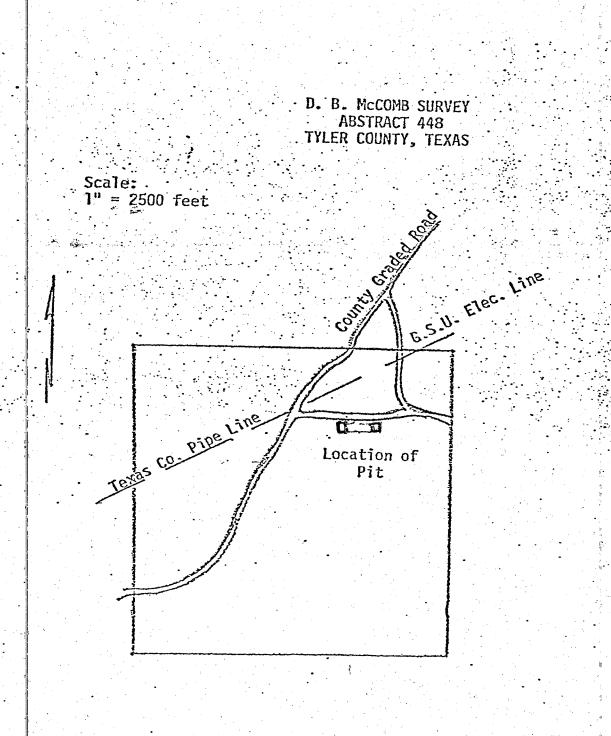
Accepted and approved this & & day of **Jeb.**, 1978. A Santa Fe Industries Company P.O. Box, 577 Silsbee. Texas 77656 713/385-5201

Vol. 4 PG. 359

EXHIBIT "A"

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Attached to Letter Agreement dated February 20, 1978 between Kirby Forest Industries and the County of Tyler, Texas, depicting the approximate location of proposed pit on Kirby's holdings as shown below.





Vol. 4 PG. 360

February 20, 1978

Honorable Judge Allen Sturrock County Judge, Tyler County Woodville, Texas 75979

Dear Judge Sturrock:

We are in receipt of a request from Commissioner Maxie Riley, Precinct 1, for permission to enlarge his existing iron ore gravel pit on Kirby's property in the D. B. McComb Survey, Abstract 446, Tyler County, at the location pointed out to our representative and approximately as shown on the attached sketch.

We hereby grant such permission subject to the following understanding:

- 1. The material removed hereunder will be used in maintenance of county roads in Precinct 1.
- 2. Removal will be confined to an area of approximately 1.50 of an acre and total quantities removed will not exceed 2500 cubic yards.
- 3. Timber within the pit site will be disposed of by Kirby Forest Industries, Inc.
- 4. Upon completion of the removals, the site will be left in condition that will drain freely and not hold water.
- 5. Removals will be completed on or prior to August 31, 1978, at which time we would appreciate receiving from you a statement as to quantities actually removed.
- 6. The material being donated in this instance has an approximate value of \$3,375.00.
- 7. In planning, maintaining, operating or abandoning the pit, we will look to you to comply with all applicable provisions of law and governmental regulations.

You may enter and commence removals subject to the above conditions and your agreement to submit this letter to the next regular session of the Commissioners Court for its official acceptance and approval. If this correctly sets forth our understanding, please execute the duplicate copy of this letter and return to me.

Yours very truly,

vin Davenport

Manager - Land Operations

Accepted and approved this 28' day of $2e_{1}$, 1978.

Kirby Forest Industries, Inc. A Santa Fe Industries Company P.O. Box 577 Silsbee, Texas 77656 713/385-5201

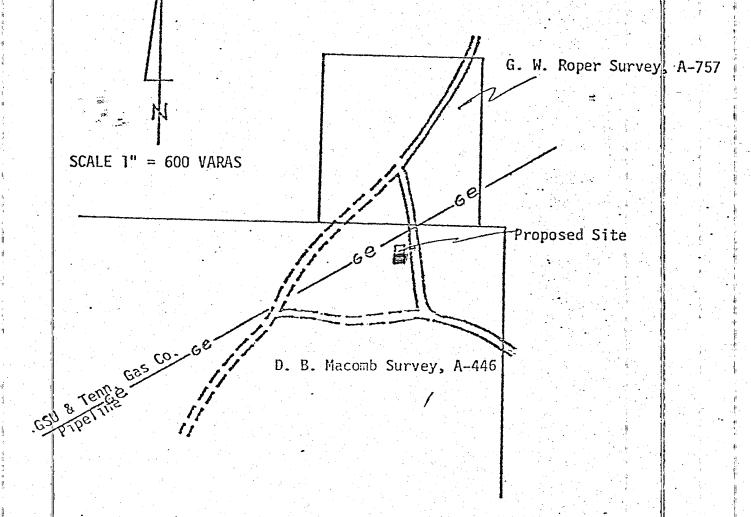
Bely Murre

EXHIBIT "A"

Vol. 4 PG. 361

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Attached to Letter Agreement dated February 20, 1978 between Kirby Forest Industries, Inc. and the County of Tyler, Texas, depicting the approximate location of proposed pit on Kirby's holdings as shown below.



Vol. 4 PG. 362

2-10-78

J. E. GARDNER DISTRIBUTOR

CONOCO PRODUCTS

Phone BU 3-2275 :: Woodville, Texas

Jepter County I wont to bid on Sanhie, Diesel, motorie + Surse. May first is tonto wagon less 24 gollor on Gashie + Dieal, my hid. is tout wagon less 6 & gablon on mutor ail. These Onices are less Tout.

44,70 Jellon Premium 40.70 Regular N- Lod 43,20 40.75 Dist 5.3 motor leie 155 barrell _ 1.66 Super 30 1/55 ~ 180 Hydrolie pil 155 -1,27 90+140 1/20 -,29 W 90 + 140 35 bucket .34 -3,10 Jullon anti-maye 1/ cases .41 lb Contridge theose lose

ي ج ŝ ŧ PG. 363 4 - 10X TIME! Q. D AN GRACE BOSTICK, COUNTY OLERY 1:20 P. O. BOX 261 WOODVILLE, TEXAS 75979 NO J. E. GARDNER منيونايي conúco

380-0227A EXON COMPANY, U.S.A. The Spirit of Achieverment: is the Spirit of America FE810'78 🛬 u manamara r POST OFFICE BOX 45669 • HOUSTON, TEXAS 77045 TEY Vol. 4 PG. 364 Ms. Grace Bostick, County Clerk - TIME: 10:30 NO. County of Tyler 5° (4 Woodville, Texas 75979 FEB 1 3 1978 Late for Bidding GRACE BOSTICK, COUNTY CLERK BY: 利労 派員学 BID

,45-2 NN

PAGE 1 of 2

GULF OIL COMPANY - U.S. ** EAST OF ROCKIES

CONTRACT PRICE SCHEDULE - DEALER AUTOMOTIVE LUBRICATING OILS & GREASES

EFFECTIVE October 1, 1977- SUBJECT TO CHANGE WITHOUT NOTICE Prices apply to deliveries in Zone 1. For deliveries in Zone 2, add \$.05 per gallon and/or \$.00625 per pound, and for deliveries in Zone 3, add \$.10 per gallon and/or \$.0125 per pound to the Schedule Prices of all products except for those identified by a double asterisk (**), for which Schedule Prices apply. Zone Definitions on Page 2.

	Concaute ffices appryst lone permite			11	
-		PRICES PER GALLO	N	ļ.	
		5-Gal.			
	AUTOMOTIVE OILS	24/1-Qt. Closed	MISCELLANEOUS	l	
i		Cans Top Pai		TCES	
מדפפי זוז	E MULTI-G-10W/40**				
TITEDETDE	SINGLE-G-10W, 20/20W, 30, 40**	2.25 2.45		1	
	E 10W/30**	2.38		19	
ULFLUBE	MULTI-10W/30**	2.38	• • • • • • • • • • • • • • • • • • • •	i	
ULFLUBE	SINGLE-10W, 20/20W, 30, 40			а.	
ADUTDE N	10TOP 011-20/2014 30 40	1 22			
SERIE	s 3 Gul. 1	L\$ 1.95 t	Reclos	n · •	
ULFPRIDE	MARINE HD-30.	2.11 2.31		1	
			t. Cans (\$4.05/gal.)		
ULFPRIDE	MARINE G OUTBOARD LUBRICANT**	12.15 - 12/1 0	t. Cans (\$4.05/gal.)	с –	
	E AVIATION OIL A-D-20W/40,50,60**	2.08	• • • • • • • • • • • • • • • • • • • •		
ULF AIR	CRAFT ENGINE OIL-30,40,50,60	1.90			
ULF VAL	TETOP OIL MATIC TRANSMISSION FLUID-DEXRON II.** MATIC TRANSMISSION FLUID-TYPE F*	8.64 per 24/1	pt. cans (\$2.88/gal	₽) }	
ULF AUTO	MATIC TRANSMISSION FLUID-DEXRON II.	2.25 2.45 2.25 2.45	36.48/16 NRSD (\$ 36.48/16 NRSD (\$	2.28 g	
ULE AUTO	MALLE IRANSPILSSION FLUID-IIFE F	2.20 2.40	38 08/16 NRSD (\$	2.20 g	
LICE MULT	TI-PURPOSE GEAR LUBRICANT-(80W,90,140) TI-PURPOSE GEAR LUB80W/90,85W/140	2.55	38.08/16 NRSD (\$ 38.08/16 NRSD (\$	2.30 9	
	11-FURCOLE GEAR 10B. 800/ 90,050/ 140		56.00/10 MA3D (<u>ę. 50 g</u>	
		DRUM PRICES 35	-Lb. PAIL	<u>е</u> в	
		400 120	•		
	AUTOMOTIVE GREASES		Per OTHER PKG	PRTC	
	"A" (M.P. Gr.)	Fer in. rer in. rei	. ID. FALL	<u>0</u>	
ULFLEX	"A" (M.P. Gr.)	\$.335 \$.395 \$.41 \$14.35	#••••	
ULFLEX A	AL	.360 .420	.435 15.22	.	
ULFLEX N	OLY PURPOSE FARM GREASE	.435 .495	.51 17.85 .395 13.82 \$14.70 6/	4	
	LOAD GREASE CARTRIDGE		.393 13.82 914.10 0/		
i			10/14		
(Contair	hs Gulflex "A" M.P. Grease) \$4	.// per carton of	10/14% cart.	,	
ULE CROWI	N EP SPEC. GREASE	a per carton of	10/142 cart.		
	 	. 99 per carcon or	10/14 02. Cart.,		
			٠		
				11	
	DISCOUNTS - Delivery discounts apply t		DELIVERY DISCOU	NTS	
-	of Automotive Oils and Greases (8 pou	_	Under 275 gals	None	
	lon) <u>actually delivered</u> at any one time	e to any	275 to 549 gals	\$.0	
one des	tination.		550 to 1199 gals		
		· · ·	1200 to 2999 gals		
			3000 to 4799 gals	18	
			4800 and Over gals	1 .1:	
1	uct/Package.				
ancelle	d Product/Package Prices are listed for	Disposal of Inve	ntories.		
- `			в С		
		\$ ¹			
he abov	e prices are f.o.b. the nearest Gulf wa	rehouse, where ad	equate stocks of eac	h prod	
are carried, with delivery along Gulf's regular currently established truck routes. are available only in those packages for which prices are shown. Cartons, Packages a					
ola in	full original packages only. Prices ir	NRSD are for shi	pment in non-returna	ble st	
rums wh	ich become the property of the PURCHASE	ER and are not ret	urnable for credit.	· (
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	THE ABOVE PRICES DO NOT INCLUDE	IOT SUBJECT TO ANY	ADDED WHERE]	
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TAX AND FREIGHT NOT SUBJECT TO ANY DISCOUNT.

DATED: 9-7-77

APPLICABLE.

PAGE 2 of 2 Vol. 4 PG. 366

CONTRACT PRICE SCHEDULE - DEALER GULF OIL COMPANY - U. S. ** EAST OF ROCKIES AUTOMOTIVE LUBRICATING OILS & GREASES

> Effective October 1, 1977 Subject To Change Without Notice

ZONE DEFINITIONS (EAST OF THE ROCKIES)

Zone 1:	All states East of the Rockies except for those listed bel under Zone 2 and Zone 3. Zone 1 includes Southern Minnesota, as defined on the Zone Map, and Kansas City, Ka	
<u>Zone 2</u> :	Colorado, Nebraska, New Mexico, South Dakota, Northern Minnesota as defined on the Zone Map, and Kansas, except for Kansas City, which is in Zone 1.	
Zone 3:	Montana, North Dakota and Wyoming.	• •

WEST OF THE ROCKIES

Zone 4: Arizona, Idaho, Nevada, Oregon, Utah and Washington.

Zone 5: California.

Gulf Oil Corporation



QUOTATION AND CONTRACT OF SALE

GULF OIL CORPORATION, acting through Gulf Oil Company - U.S., a Division of Gulf Öil Corporation, hereinafter called "Seller", quotes as follows, subject to the terms and conditions stated below and on the reverse hereof. JANUARY 31, 1978

To: County Of Tyler Woodville, Texas

hereinafter called Purchaser, for use in Purchaser's plants at: WOODVILLE, TX.

Products	Quantity	Method of Delivery	*EXCLUDING TAXES Price or Price Basis							
GULF #2 DIESEL FUEL	REQUIREMENTS	TW ****	CONSUMER TANKWAGON SCHEDULE PRICE							
GOOD GULF GASOLINE	Π	11	CONSUMER TANKWAGON SCHEDUEE PRICE							
GULFCREST GASOLINE	n	Π	CONSUMER TANKWAGON SCHEDULE PRICE							
GULFLUBE HD MTR. OIL	n - 2	55-RSD	\$1.450 per gallon							
PRICES QUOTED ARE NOT FIRM AND SUBJECT TO CHANGE WITHOUT NOTICE'										
CONSUMER TANKWAGON PR	ICES ON TODAY'S		GG @ 40.70¢/GAL (<i>REGULAR</i>) GC @ 43.20¢/GAL (UN -LEADED) 2DF@ 41.00¢/GAL (DIESEL)							
Period: February. 1, 1978. thru. Jan. 31, 1979Reasonable notice of required delivery shall be given Seller at HOUSTON, TX.										
Terms of Payment: NET 30 DAYS										
Acceptance: This offer shall expire at close of business February . 27., 1978										
This instrument contains each and every agreement and understanding existing between the parties relating to the subject matter of this contract, and no amendments or alterations thereto shall have any effect unless made in writing and properly signed by authorized representative of Purchaser and Seller. IF ACCEPTED, PLEASE SIGN THE ORIGINAL AND RETURN TO THE ADDRESS SHOWN BELOW. The above quotation is accepted and contract shall be effective as of date shown below.										
COUNTY . OF . TYLER			ULF OIL CORPORATION							
By:		<i>A</i> ulf	I , C & T. Sales. Director Oil Company - U.S., ision of Gulf Oil Corporation							
title	· · · · · · · · · · ·		3-465-0123) OX .55352, HOUSTON, .TX77055 address of Gulf office							
GUS 40015 A (5 PART)	- -									

CONDITIONS

1.

2.

PRICES - Notwithstanding any other provision contained herein, SELLER reserves the right, at any time, without notice to PURCHASER to increase immediately the prices for the products covered by this agreement, and PURCHASER agrees to pay such increased prices.

This contract is subject to cancellation by either party upon thirty-days written notice to the other party. Under no circumstances will SELLER be obligated to supply PURCHASER beyond the thirty-day notice period in the event PURCHASER cancels this agreement.

- TAXES In addition to quoted prices, PURCHASER shall pay SELLER the amount of any and all taxes now or hereafter assessed or imposed by any Municipal, State or United States Government on the products or contract covered by or resulting from this quotation, or the manufacture, use or sale of said products, unless PURCHASER shall be entitled by law to an exemption from said tax and shall furnish seller with proper exemption certificate when shipping instructions are given.
- 3. SHIPMENTS Claims regarding shortage in quantity shall be made at the time of delivery. Any claims regarding variance in quality of products delivered by SELLER shall be made within fifteen (15) days after date of delivery.

Should transportation equipment furnished by the SELLER be in bad order, or leaking the PURCHASER shall notify the carrier and secure examination by the authorized agent of the carrier as to the condition of the equipment before same is unloaded.

It is understood that in the event of any claims asserted by the PURCHASER hereunder the SEILLER shall be given an opportunity to promptly inspect the products or goods delivered and failure of the PURCHASER to comply with these requirements shall operate as a waiver of any and all claims by the PURCHASER.

- LIABILITY When shipment is made by public carrier and sale is f.o.b. shipping point title and risk of loss shall pass from SELLER to PURCHASER when loading has been completed. When sale is made on a delivered price basis in SELLERS equipment or when freight is prepaid by SELLER, title shall pass to PURCHASER upon arrival of shipment at destination specified in PURCHASER'S order.
- 5. DELIVERIES DELAYED OR PREVENTED PURCHASER and SELLER shall be absolved from their respective obligations to deliver or accept delivery of products under this quotation when and to the extent that performance thereof is delayed or prevented by any cause reasonably beyond the control of PURCHASER or SELLER. If SELLER believes in its reasonable opinion there may be a shortage of supply and that SELLER is or may be unable to meet its obligations to its customers, SELLER may allocate among such customers its available supply in such reasonable manner as it may determine. SELLER shall not be required to make up deliveries_omitted_due_to_any_of_the_causes referred to herein, and the total quantity required under this quotation shall be reduced by the amount not delivered, computed on the basis of the average monthly quantity.

6. Unless otherwise specified all shipments are to be made in approximately equal monthly quantities.

If shipped in returnable drums, deposit charge shall be made as indicated in this quotation, and credit for deposit shall be allowed if empty drums are returned within a reasonable time in good condition to the proper Gulf terminal or bulk plant.

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- 8. All credit terms are subject to the approval of SELLER'S Credit Department, and shall be subject to change from time to time upon notice of same.
- 9. NOTICES-Any notice to be given hereunder shall be in writing and shall be deemed to have been duly given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at the address of such party herein specified, or when delivered personally to such address.

<u>4-</u> PG. <u>368</u> Gulf Oil Corporation QUOTATION AND CONTRACT OF SALE GULF OIL CORPORATION, acting through Gulf Oil Company - U.S., a Division of Gulf Oil Corporation, hereinafter called "Seller", quotes as follows, subject to the terms and conditions stated below and on the reverse hereof. **JANUARY 31. 1978** To: County Of Tyler Woodville, Texas hereinafter called Purchaser, for use in Purchaser's plants at: WOODVILLE, TX. Method of *EXCLUDING TAXES Price or Price Basis Products Delivery Quantity GULF #2 DIESEL FUEL CONSUMER TANKWAGON REQUIREMENTS TW SCHEDULE PRICE GOOD GULF GASOLINE CONSUMER TANKWAGON SCHEDUEE PRICE GULFCREST GASOLINE CONSUMER TANKWAGON SCHEDULE PRICE GULFLUBE HD MTR. OIL \$1.450 per gallon 55-RSD PRICES QUOTED ARE NOT FIRM AND SUBJECT TO CHANGE WITHOUT NOTICE' CONSUMER TANKWAGON PRICES ON TODAY'S DATE IS: GG @ 40.70¢/GAL GC @ 43.20¢/GAL #2DF@ 41.00¢/GAL Period: February. 1, 1978 thru. Jan. 31, 1979Reasonable notice of required delivery shall be given Seller at . . . HOUSTON, . TX... Terms of Payment: NET 30 DAYS Acceptance: This offer shall expire at close of business February . 27, . 1978 unless accepted by Purchaser by that time or extended in writing by Seller. This instrument contains each and every agreement and understanding existing between the parties relating to the subject matter of this contract, and no amendments or alterations thereto shall have any effect unless made in writing and properly signed by authorized representative of Purchaser and Seller. IF ACCEPTED, PLEASE SIGN THE ORIGINAL AND RETURN TO THE ADDRESS SHOWN BELOW. The above quotation is accepted and contract shall be effective as of date shown below. GULF OIL CORPORATION COUNTY OF TYLER By: . By: The I. C. S. T. Sales Director name Gulf Oil Company - U.S., A Division of Gulf Oil Corporation title .P.O. BOX 55352, HOUSTON, TX. .77855 address of Gulf office date GUS 40015 A (5 PART)

CONDITIONS

1.

2

PRICES - Notwithstanding any other provision contained herein, SELLER reserves the right, at any time, without notice to PURCHASER to increase immediately the prices for the products covered by this agreement, and PURCHASER agrees to pay such increased prices.

This contract is subject to cancellation by either party upon thirty-days written notice to the other party. Under no circumstances will SELLER be obligated to supply PURCHASER beyond the thirty-day notice period in the event PURCHASER cancels this agreement.

TAXES - In addition to quoted prices, PURCHASER shall pay SELLER the amount of any and all taxes now or hereafter assessed or imposed by any Municipal, State or United States Government on the products or contract covered by or resulting from this quotation, or the manufacture, use or sale of said products, unless PURCHASER shall be entitled by law to an exemption from said tax and shall furnish seller with proper exemption certificate when shipping instructions are given.

SHIPMENTS - Claims regarding shortage in quantity shall be made at the time of delivery. Any claims regarding variance in quality of products delivered by SELLER shall be made within fifteen (15) days after date of delivery.

Should transportation equipment furnished by the SELLER be in bad order or leaking the PURCHASER shall notify the carrier and secure examination by the authorized agent of the carrier as to the condition of the equipment before same is unloaded.

It is understood that in the event of any claims asserted by the PURCHASER hereunder the SEILER shall be given an opportunity to promptly inspect the products or goods delivered and failure of the PURCHASER to comply with these requirements shall operate as a waiver of any and all claims by the PURCHASER.

LIABILITY - When shipment is made by public carrier and sale is f.o.b. shipping point title and risk of loss shall pass from SELLER to PURCHASER when loading has been completed. When sale is made on a delivered price basis in SELLERS equipment or when freight is prepaid by SELLER, title shall pass to PURCHASER upon arrival of shipment at destination specified in PURCHASER'S order.

5. DELIVERIES DELAYED OR PREVENTED - PURCHASER and SELLER shall be absolved from their respective obligations to deliver or accept delivery of products under this quotation when and to the extent that performance thereof is delayed or prevented by any cause reasonably beyond the control of PURCHASER or SELLER. If SELLER believes in its reasonable opinion there may be a shortage of supply and that SELLER is or may be unable to meet its obligations to its customers, SELLER may allocate among such customers its available supply in such reasonable manner as it may determine. SELLER shall not be required to make up deliveries omitted due to any of the causes referred to herein, and the total quantity required under this quotation shall be reduced by the amount not delivered, computed on the basis of the average monthly quantity.

6. Unless otherwise specified all shipments are to be made in approximately equal monthly quantities.

- 7. If shipped in returnable drums, deposit charge shall be made as indicated in this quotation, and credit for deposit shall be allowed if empty drums are returned within a reasonable time in good condition to the proper Gulf terminal or bulk plant.
- 8. All credit terms are subject to the approval of SELLER'S Credit Department, and shall be subject to change from time to time upon notice of same.

9. NOTICES-Any notice to be given hereunder shall be in writing and shall be deemed to have been duly given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at the address of such party herein specified, or when delivered personally to such address.

