

**Bill to:**

TQL (TOTAL QUALITY LOGISTICS)  
PO BOX 799,  
MILFORD,  
OH,  
45150

Invoice Date: 06/17/2024

Invoice #: 28312156

Terms: NET 30

Due Date: 07/17/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
06/15/2024		2105 LA-964, St Francisville, LA 70775, USA - 3700 Lockbourne Rd, Columbus, OH 43207, USA			
			1	\$2,000.00	\$2,000.00

<b>TOTAL</b>
\$2,000.00

**PLEASE NOTE**

The right to payment under this invoice has been assigned to Compass payment Solutions LLC (CFS) and all payments hereunder are to be directed to the assignee at the address noted below.

Remittances to other than CFS do not constitute payment of this invoice. CFS must be given notification of any claims, agreements or merchandise returns which would affect the payment of all or part of this Invoice on the due date.

**COMPASS FUNDING SOLUTIONS LLC**

**P.O.BOX 205154**

**DALLAS, TX 75320-5154**

**Tel: 844-899-8092**



# DRIVER/CARRIER INFORMATION SHEET TQL PO# 28312156

Pickup Dates  
6/15/24

Delivery Dates  
6/17/24

## TQL CONTACT INFO

Name	Phone	Email	Fax
Jonathan M Wallace	800-580-3101 x57036	jmwallace@TQL.com	5137928204

## CARRIER CONTACT

Name	Dispatcher	Driver
Brz (il)	sTEve	Ginley

## LOAD INFORMATION

Mode	Trailer Type	Trailer Size	Temperature	Pallet/Case Count	Hazmat	Load Requirements
FTL	Van	48 ft or 53 ft		0 pallets/0 cases	Non-Hazardous	
Special Temp Instructions						

## CARRIER RESPONSIBLE FOR

Unloading	None w/ valid unloading receipt	Pallet Exchange	None	Estimated Weight	42500
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## PICKUPS

Shed	City	State	Zip	PU#	Date	Time
HOOD CONTAINER OF LA	Saint Francisville	LA	70775	29897	6/15/2024	FCFS 01:00 to 23:00 Note:24HR SHIPPER
Information:						



Hood Container of LA  
2105 LA Highway 964  
Saint Francisville, LA 70775

----> MUST BE A 53' DRY VAN ... WITH SWING DOORS ... Absolutely NO REEFERS <----

NO "Dry Van Reefers" WILL BE LOADED EITHER

----> MUST BE A 53' DRY VAN ... WITH SWING DOORS ... Absolutely NO REEFERS <----

- Trailers must have a manufactured date of 2014 or newer.
- They must be able to carrier 44,700 lbs.
- Tandems must be able to slide.
- Trailers must be cleaned prior to loading.

"Truck drivers MUST stay inside of the vehicle to ensure the safety of the loader. The loader will present the driver with the necessary paperwork at their vehicle. Your drivers are to clean out their trailer and slide their tandems before EVER getting to the loading dock. "

NO DETENTION, LAYOVER OR TONU WILL BE PAID ON LOADING, UNLOADING OR CANCELLED LOADS UNLESS TRACKING IS ACTIVE ONCE WE SEND LOCATION TRACKER AND REMAINS ACTIVE THROUGHOUT THE LOAD

#### Commodities:

Quantity	Unit	Commodity	Notes
1	Truckload	Paper Rolls	

#### DROPS

Consignee	City	State	Zip	Delivery PO	Date	Time
CARDINAL CONTAINER (COLUMBUS,OH)	Columbus	OH	43207	13862550	6/17/2024	Appt 08:00

#### Information:

3700 Lockbourne Rd  
COLUMBUS OH 43207

DO. NOT. BE. LATE. THE. RECEIVER. NEEDS. YOU. THERE. AT. EXACTLY. THE. APPT.  
TIME.

\*\* Drivers can only arrive between 1 - 29 mins prior to the delivery appointment \*\*

\*\* The receiver DOES NOT want drivers arriving more than 30mins prior to the delivery appt or  
more than 30mins after the delivery appt \*\*

We do not reimburse for layover or detention if your driver arrives late for their delivery appointment

Note to  
Carrier

~MUST BE A VAN – MUST BE A VAN – MUST BE A VAN – MUST BE A VAN

~NO DETENTION, LAYOVER OR TONU WILL BE PAID ON LOADING, UNLOADING OR CANCELLED LOADS UNLESS TRACKING  
IS ACTIVE ONCE WE SEND LOCATION TRACKER AND REMAINS ACTIVE UNTIL THE LOAD DELIVERS  
Must be a VAN, clean, dry and no holes



TQL PO# 28312156

THIS AGREEMENT IS SUBJECT TO THE TERMS OF THE BROKER/CARRIER  
AGREEMENTS SIGNED BY THE CARRIER AND TQL. THIS AGREEMENT IS AN  
ADDENDUM TO THE BROKER/CARRIER AGREEMENT. THIS DOCUMENT IS ONLY FOR  
INFORMATIONAL PURPOSES.







## TQL RATE CONFIRMATION FOR PO# 28312156

FIND YOUR NEXT LOAD BY VISITING  
[CARRIERDASHBOARD.TQL.COM](https://carrierdashboard.tql.com)

TO ENSURE PROMPT PAYMENT, SUBMIT THIS RATE CONFIRMATION, COMPLETE BOL(S)/POD, RECEIPTS AND OTHER APPLICABLE PAPERWORK WITHIN 24 HOURS OF DELIVERY TO [CINVOICES@TQL.COM](mailto:CINVOICES@TQL.COM). FOR OTHER OPTIONS, SEE NEXT PAGE.

### TQL CONTACT INFO

Name	Phone	Email	Fax
Jonathan Wallace	800-580-3101 x57036	jmwallace@TQL.com	5137928204

### CARRIER CONTACT

Office Staffed 24/7

MC#/DOT#	Name	Phone	Terms	Fax
086875 / 3119062	Brz (il)	708-303-5150	28DAYS	630-485-0000

#### Address

COMPASS FUNDING SOLUTIONS PO BOX 205154 DALLAS, TX 75320-5154

Dispatcher	Driver	Truck #	Trailer #
sTEve	Ginley	606	W97035

### LOAD INFORMATION

Rate	Type	Unit	Quantity	Total
\$2,000.00	Line Haul	Flat	1	\$2,000.00

Rates that are based on weight or count will be calculated from the quantities loaded.

**Total: \$2,000.00 USD**

Mode	Trailer Type	Trailer Size	Linear Feet	Temperature	Pallet/Case Count	Hazmat	Load Requirements
FTL	Van	48 ft or 53 ft			0 pallets/0 cases	Non-Hazardous	
Special Temp Instructions						LxWxH	

Pick-up Location	Date	Time
Saint Francisville, LA	6/15/2024	FCFS 01:00 to 23:00 Note:24HR SHIPPER

#### Commodities:

Pick Up #	Quantity	Unit	Commodity	Notes
1	1	Truckload	Paper Rolls	

Delivery Location	Date	Time
Columbus, OH	6/17/2024	Appt 08:00

### CARRIER RESPONSIBLE FOR

Unloading	None w/ valid unloading receipt	Pallet Exchange	None	Estimated Weight	42500
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#### Note to Carrier

~MUST BE A VAN -- MUST BE A VAN -- MUST BE A VAN -- MUST BE A VAN

~NO DETENTION, LAYOVER OR TONU WILL BE PAID ON LOADING, UNLOADING OR CANCELLED LOADS UNLESS TRACKING IS ACTIVE ONCE WE SEND LOCATION TRACKER AND REMAINS ACTIVE UNTIL THE LOAD DELIVERS  
Must be a VAN, clean, dry and no holes



☐ If this box is checked, Carrier is required to mail original paperwork to TQL at the below address.

**CARRIER INVOICE #**

**FOR STANDARD MAIL**

TQL  
PO Box 799  
Milford, OH 45150

**OVERNIGHT INVOICING**

TQL  
1701 Edison Drive  
Milford, OH 45150

**QUICK PAY**

If your default payment terms are not Quick Pay and you would like Quick Pay on this load, please check one of the boxes below. Send your invoice to the Quick Pay email or fax listed below or via one of the document scanning options.

☐ 1 Day Quick Pay 5%

☐ 7 Day Quick Pay 3%

**METHODS TO SUBMIT PAPERWORK**

Submit completed and signed paperwork within 24 hours of delivery.

**EMAIL**

Quick Pay - [Quickpay@tql.com](mailto:Quickpay@tql.com)  
Standard - [cinvoices@tql.com](mailto:cinvoices@tql.com)

**DOCUMENT SCANNING**

[TQL Carrier Dashboard](#) - Send paperwork  
for FREE via our web and mobile app

**FAX**

Quick Pay - 513-688-8895  
Standard - 513-688-8782

**TRANSFLO Express** allows you to scan and send invoices  
and POD's to TQL for \$3.50 from participating truck stops.

TQL must approve all accessorial terms/charges in advance and in writing. Payment of detention is determined on a load-by-load basis. Unauthorized charges will not be paid. Detention payment does not begin for at least 3 hours unless otherwise agreed to in writing. To qualify for additional compensation, the Carrier MUST notify TQL at least 30 minutes before beginning detention time and when arriving-on-time/departing from all shippers/receivers (unless the shipper/receiver will notate check in/out times on the paperwork). TQL reserves the right to deny all additional charges unless communicated in advance writing and invoiced to TQL within 90 days of load completion. All demurrage, detention, and per diem charges must be communicated to TQL in writing within 30 days of load completion in order to validate and/or dispute with the steam ship line directly. TQL reserves the right to deny all demurrage, detention, and per diem charges communicated more than 30 days from invoice date. Carrier must file any disputes in regards to demurrage, detention, and per diem charges in writing with the billing party within 7 days from date of invoice.

The advertisement features the TQL logo on the left, followed by the text "REDUCE CHECK CALLS AND DISPATCH YOURSELF WITH AUTO DISPATCHING" in large, bold, blue letters. Below this, it says "GET STARTED TODAY >". On the right side, there is a photograph of a man with a beard, wearing a red and blue plaid shirt, sitting in the driver's seat of a truck and looking at a smartphone.

THIS IS AN AGREEMENT BETWEEN TQL AND CARRIER. CARRIER SHALL HAUL THE LOAD AT THE RATE ABOVE. CARRIER SHALL CALL TQL FOR LOAD INFORMATION. IF LOAD IS CHANGED OR CANCELED BY TQL, NO "TRUCK ORDER NOT USED" WILL BE PAID UNLESS TQL HAS PROVIDED THE CARRIER WITH LOAD DETAILS (PICK-UP NUMBER, SHIPPER NAME/ADDRESS AND DRIVER INFORMATION SHEET) AND APPROVED THE CARRIER TO BEGIN DRIVING TOWARDS THE PICK-UP LOCATION. THE SAFE, LEGAL AND PROPER OPERATION OF CARRIER SUPERSEDES ANY REQUEST, DEMAND, PREFERENCE, INSTRUCTION OR INFORMATION PROVIDED BY TQL OR ITS CUSTOMERS WITH RESPECT TO ANY SHIPMENT. IF ANY EMPLOYEE OF TQL OR ITS CUSTOMER REQUESTS, DEMANDS, OR INSTRUCTS CARRIER TO TAKE ANY ACTION THAT VIOLATES ANY LAW, CARRIER SHALL REFUSE TO TRANSPORT THE LOAD AND IMMEDIATELY CONTACT TQL BEFORE TAKING ANY FURTHER ACTION. CARRIER AGREES THAT WHEN IT CHOOSES TO TRANSPORT A LOAD IT DOES SO ON ITS OWN VOLITION, EXERCISING ITS OWN DISCRETION WITHOUT COERCION OR UNDUE INFLUENCE BY ANY INDIVIDUAL OR ENTITY. BY SIGNING THIS RATE CONFIRMATION AND/OR PERFORMING SERVICES FOR BROKER, CARRIER AFFIRMS THAT IT MAINTAINS KNOWLEDGE OF AND COMPLIANCE WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS, WHICH INCLUDES, BUT IS NOT LIMITED TO, ANY LAWS OR REGULATIONS RELATED TO CARB COMPLIANCE, THE CALIFORNIA TRANSPORT REFRIGERATION UNIT (TRU) OR AIRBORNE TOXIC CONTROL MEASURE (ATCM). CARRIER AFFIRMS THAT ALL OF ITS APPLICABLE EQUIPMENT TRAVELLING TO, FROM, OR WITHIN CALIFORNIA IS IN COMPLIANCE WITH CARB RULES AND REGULATIONS OR ANY OTHER SIMILAR REGULATIONS IN OTHER STATES WHEN TRAVELLING TO, FROM, OR WITHIN SUCH OTHER STATES. CARRIER FURTHER AFFIRMS THAT ALL EQUIPMENT IN ITS FLEET, INCLUDING ANY TRU EQUIPMENT, FURNISHED WILL BE IN COMPLIANCE WITH THE IN-USE REQUIREMENTS OF ALL OF CALIFORNIA'S TRU REGULATIONS AND, IF APPLICABLE, ANY ADDITIONAL REQUIREMENTS REQUIRED OF BROKER'S CUSTOMER. CARRIER WILL BE RESPONSIBLE FOR ANY AND ALL FINES ASSESSED AGAINST ANY PARTY FOR CARRIER'S FAILURE TO ADHERE, IN WHOLE OR IN PART, TO ANY REGULATION OR LAWS. THIS RATE CONFIRMATION IS INCLUSIVE OF ALL CHARGES.

IF THIS SHIPMENT RELATES TO A GOVERNMENT OR QUASI-GOVERNMENT CONTRACT (WHICH MAY INCLUDE, WITHOUT LIMITATION, FEDERAL, STATE, MUNICIPAL, OR POSTAL CONTRACTS), THEN THE SHIPMENT IS SUBJECT TO THE NOTICES AND COMPLIANCE REQUIREMENTS FOUND AT [HTTPS://WWW.TQL.COM/GOVERNMENT-CONTRACTOR-NOTICES.PDF](https://www.tql.com/government-contractor-notices.pdf) OR A HARD COPY WILL BE PROVIDED UPON WRITTEN REQUEST TO [COMPLIANCE@TQL.COM](mailto:COMPLIANCE@TQL.COM).

BY SIGNING THIS DOCUMENT, THE CARRIER AND ITS DRIVER AGREE THAT THEY MAY LEGALLY RECEIVE SMS (TEXT) MESSAGES ORIGINATING FROM TQL. RESPONDING TO OR READING A TQL SMS MESSAGE WHILE DRIVING A TRUCK OR MOTOR VEHICLE CAN CAUSE SERIOUS INJURY, DEATH, OR PROPERTY DAMAGE TO YOU OR OTHERS. DO NOT READ OR REPLY TO A MESSAGE UNLESS YOUR VEHICLE IS STATIONARY AND PARKED. THE CARRIER, DRIVER, AND ANY OTHER EMPLOYEE AND/OR AGENT FOR CARRIER ASSUME ALL RESPONSIBILITY FOR ABIDING BY THESE INSTRUCTIONS AND AGREE THAT THEY WILL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS INCLUDING, BUT NOT LIMITED TO: RECEIVING, READING AND/OR SENDING SMS MESSAGES, PHONE CALLS, AND/OR ANY OTHER INFORMATION TO OR FROM THE BROKER. CARRIER AGREES TO INDEMNIFY AND HOLD TQL HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW FOR ANY AND ALL CLAIMS OF ANY NATURE ARISING OUT OF OR RELATING TO THE HAULING OF THIS LOAD, THE VIOLATION OF THE TERMS OF THE BROKER-CARRIER AGREEMENT OR THIS RATE CONFIRMATION.



T Q Y L



TQL PO# 28312156

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Carrier Representative Signature

\*By electronically signing below and acknowledging acceptance, I confirm I have the authority to act on behalf of, and bind the undersigned individual and/or entity and have agreed to the terms

Name\* S/ **Steve Tatum**



# Hood Container Corp, St. Franci Packing List

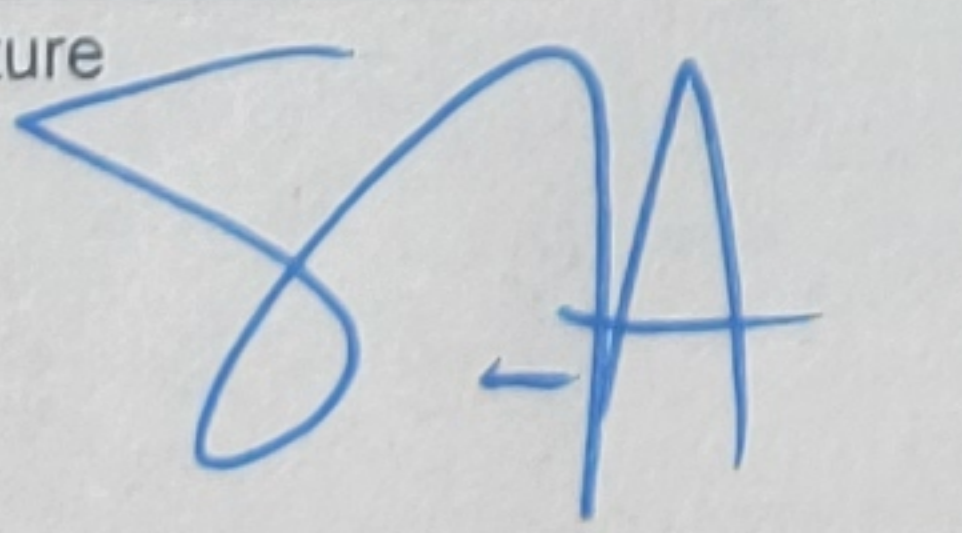
Delivery note: 96441 Date: 06/15/2024 12:43:46PMLoad: 29897	
Ship To: CARDINAL CONTAINER 3700 LOCKBOURNE ROAD COLUMBUS, OH 43207 UNITED STATES	Carrier: TOTAL QUALITY LOGISTICS, LLC 4288 IVY POINTE BLVD. CINCINNATI, OH 45245 UNITED STATES Vehicle ID:w97035 Seals:1661815
Sold To: HOOD CONTAINER CORP. 3700 LOCKBOURNE RD COLUMBUS, OH 43207 UNITED STATES	

Order: 175050 - 1				Reference PO:			
Product: 45HP - 45# HP liner				Label Marks:			
Port Marks:				Customer Part:			
Unit ID	Width	Diameter	Rolls	Length	Area	Weight	Weight
	In	In		ft	msf	lbs	kg
HC114F0428100	72	58	1	20.005	120.030	5,448	2,471
HC114F0428199	72	58	1	20.005	120.030	5,338	2,421
HC114F0428200	72	58	1	20.054	120.324	5,444	2,469
HC114F0428299	72	58	1	20.054	120.324	5,342	2,423
HC114F0430100	72	58	1	21.366	128.196	5,552	2,518
HC114F0430199	72	58	1	21.366	128.196	5,446	2,470
HC114F0430200	72	58	1	20.661	123.966	5,368	2,435
HC114F0430299	72	58	1	20.661	123.966	5,266	2,389
Order:	175050 - 1		Pkgs:	8			
Totals			Rolls:	8	164,172	985,032	43,204 19,596
Packing List Totals				Pkgs:	8	164,172	985,032 43,204 19,596
				Rolls:	8		



Driver copy

Hood Container Corp, St. Francisville | DELIVERY NOTE

<b>Consignor</b> Hood Container Corp, St. Francisville Mill 2105 HIGHWAY 964 ST. FRANCISVILLE, LA 70775 UNITED STATES		<b>Delivery Note</b> 96441 Shipping time  Delivery time 06/3/2024 0:00		<b>Load No</b> 29897		
<b>Consignee</b> CARDINAL CONTAINER 3700 LOCKBOURNE ROAD COLUMBUS, OH 43207 UNITED STATES		<b>Carrier</b> TOTAL QUALITY LOGISTICS, LLC 4289 IVY POINTE BLVD. CINCINNATI, OH 45245 UNITED STATES				
<b>Final destination</b> COLUMBUS-FRANKLIN-OH		<b>Vehicle ID</b> w97035		<b>Seal</b> 1661815		
<b>Freight paid by</b>		<b>Tare Weight</b>		<b>Cargo Weight</b> 43204		
<b>Attachments</b>						
<b>Order</b>	<b>Description of Goods</b>	<b>Width in</b>	<b>Diam / Len in / Ft</b>	<b>Pkgs</b>	<b>Rolls</b>	<b>Mass Gross lbs</b>
175050-1	45# HP liner	72	58	8	8	43204
12455	45HP					
<b>Total</b>				<b>8</b>	<b>8</b>	<b>43204</b>
<small>Received, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described below in the apparent good order, except as noted, contents and condition of contents of packages unknown, marked consigned and destined as indicated below, which said carrier, the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract agrees to carry to its usual place of delivery at said destination, if on its route otherwise to deliver to another carrier on the route to said destination, it is mutually agreed, as to each carrier of all or any said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property that every service to be performed hereunder shall be subject to all the terms and conditions of the uniform Bill of Lading set forth #1 in uniform freight classification in effect on the date hereof if this is a rail or a rail-water shipment, #2 in the applicable motor carrier classification or tariff if this is a motor carrier shipment, which governs the transportation of this shipment, and the said terms and conditions as hereby agreed to by the shipper and accepted for himself and his assigns. Subject to Section 7 of the Terms and Conditions, of this shipment is to be delivered to the consignee with recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.</small>						
<b>Consignor's signature</b> 		<b>Driver's signature</b>		<b>Consignee's signature</b>		

Derek  
Sm. Jr  
6-17-24

06/15/2024

12:43:54

Revised: 09-Jun-2022 17:05

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#### TERMS AND CONDITIONS OF SALE

1. Acceptance and Modification. This price quotation, sales order or order acknowledgment ("Order") constitutes an offer or, alternatively for a sales order or order acknowledgment, is an acceptance which in either case is made only upon the provisions expressed herein and may not be modified amended or waived except in writing by Seller's duly authorized representative. Seller hereby objects to any additional or different terms or conditions, whether or not material, contained in Buyer's purchase order or in any acknowledgment or confirmation of this Order. Buyer may accept the terms hereof by acknowledging or confirming this Order, commencing performance or other means manifesting assent to be bound.
2. Orders. Seller shall use its best efforts to manufacture and ship goods as ordered by Buyer, but as long as Seller acts in good faith and with due diligence. Seller shall not be responsible or liable for any production or shipping delays.
3. Prices and Price Changes. Prices may be increased at any time without prior notice. Buyer shall pay the price in effect based on order promise date. Any sales, use or other similar tax, cost, contribution, duties imposed by any governmental and/or authority on goods shipped by Seller shall be added to the price to be paid by Buyer.
4. Credit. Payment terms may be changed at any time with or without prior notice and are those in effect at time of shipment. Any invoice not paid when due shall be subject to a late charge of two percent (2%) per month or portion thereof. Any credit extended to Buyer hereunder shall be subject to Seller's normal credit standards and approval procedures in effect from time to time, and upon request Buyer shall provide Seller with sufficient information for Seller to evaluate Buyer's financial condition.
5. Delivery. Title passes at the producing mill irrespective of whether a freight allowance is provided or freight is prepaid. Seller reserves the right to route all shipments, if shipped otherwise at Buyer's request, Buyer shall pay the difference in the rate of transportation. Buyer assumes risk of damage or loss of goods and risk of delay in shipment upon Seller's delivery of goods to the carrier. Claims for loss or damage in transit must be filed in Buyer's name. Shipment and tender of goods may be made in a single delivery or in lots, at Seller's option.
6. Overruns/Underruns. Unless otherwise accepted by Seller in writing, Orders for goods are subject to Seller's standard practices for overruns and underruns according to the type and quantity of each item ordered. Unless otherwise expressly agreed in writing by Buyer the terms of delivery of goods hereunder must be in strict conformity with this Order and shall be of the essence as regards such delivery.
7. Limited Warranty. Because of the great number and variety of applications for which Seller's goods are purchased, Seller does not recommend specific applications or assume any responsibility for use, results obtained or suitability for specific applications. Buyer is cautioned to determine the appropriateness of Seller's goods for Buyer's specific application before ordering and to test and evaluate thoroughly all goods before use. All goods hereunder shall conform with Seller's standard grade specifications and title conveyed shall be good and marketable. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED IN CONNECTION WITH THE SALE OF GOODS INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The forgoing is Buyer's sole and exclusive remedy hereunder.
8. Claims. Claims for defective goods must be made within thirty (30) days after shipment and Buyer's exclusive remedy shall be, at Seller's option and absolute discretion, replacement of the defective goods or credit or refund of the purchase price paid, plus cost of transportation with respect thereto. Neither Buyer nor Seller shall be liable for incidental, consequential, indirect, special, exemplary or punitive damages for default, and Seller shall not be liable for any claim in excess of the purchase price of the goods to which the claim relates, whether involving defective goods or otherwise arising in contract or tort, including strict liability and negligence.
9. Separate Shipment. Each shipment of goods shall constitute a separate and distinct sale, and any default by Buyer in ordering, accepting or paying for any shipment shall not affect Seller's right to insist upon full performance of Buyer's obligations hereunder and to stop shipments until any and all such defaults are made good. Seller may, at its option, treat such default as a final refusal of Buyer to accept further shipments.
10. Indemnity. If any claim is made that Seller is violating any law or regulation or is infringing any patent, trademark or copyright or is contributing to any act of unfair competition by reason of Seller's manufacture or sale to Buyer of goods specified by Buyer, Seller, at its option, may suspend shipment or cancel the Order. Buyer, at its own expense, shall indemnify and hold harmless Seller from any claim, charge, liability, or damage violating any law or regulation, infringing any patent, trademark or copyright or contributing to any act of unfair competition by reason of Seller's manufacture or sale to Buyer of goods specified by Buyer.
11. Force Majeure. Seller shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control, including without limitation: act of God, act or omission of civil or military authority; fire; flood; tempest; epidemic; earthquake; volcanic activity; quarantine restriction; labor dispute (e. g., lockout, strike or work stoppage or slowdown); embargo; war; political strife; delay in transportation; scarcity or inability to obtain raw materials or energy at reasonable prices; compliance with any regulation or directive of any national, state or local government, or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Seller is unable to overcome.
12. Entire Agreement. The terms and conditions contained herein (and contained on Seller's quotation, specifications, order acknowledgment, invoice and other forms) constitute the entire agreement between the parties with respect to the subject matter contained herein and supersede all prior agreements and understandings between the parties. These terms and conditions may be modified only by a writing signed by both parties.
13. ASSIGNMENT. Seller and Buyer may neither assign this Order or any part hereof, nor delegate performance hereunder without the non-assigning Party's prior consent, which shall not be unreasonably withheld and any attempted assignment or delegation without such consent shall be null and void.
14. Governing Law. The rights and obligations of the parties contained herein shall be governed by the laws according to the state of product manufacture, excluding any choice of law rules which may direct the application of the laws of another jurisdiction.