RETURN POLICY AND WARRANTY/LIABILITY

LIMITED WARRANTY/LIABILITY: The Seller warrants it has title to the products delivered hereunder ("Product") and may properly sell the same to Buyer and that such product will conform to Seller's then current specifications. Buyer assumes responsibility to analyze Product, and Seller shall have no liability if Buyer uses the Product in any way that does not conform to the aforesaid specifications. Buyer represents that it is familiar with the characteristic of Product and assumes all responsibility and liability for and will indemnify and hold Seller harmless from any and all loss or injury to persons or property arising out of handling, use or possession of Product delivered to it. IN THE EVENT THAT THIS DISCLAIMER OF LIABILITY IS HELD BY A COURT OF COMPETENT JURISDICTION NOT TO APPLY TO BUYER, SELLER'S MAXIMUM LIABILITY TO BUYER ON ANY CLAIM IN ANY WAY CONNECTED WITH THE SALE OR USE OF ANY OF THE PRODUCTS, WHETHER LIABILITY ARISES CON-TRACT, FROM BREACH OF WARRANTY, IN TORT OR OTHERWISE, SHALL BE LIMITED TO THE PRODUCT'S INVOICE PRICE. The Seller does not warrant that its products will meet or comply with the requirements of any safety code or regulation of any state, municipality, or other jurisdiction. If any sample or model was shown to the Buyer, such sample or model was used merely to illustrate the general type and quality of the products and not to represent that the products would necessarily conform to the sample or model. No action, regardless of form, shall be maintained hereunder unless the facts giving rise to it are discovered within 12 months of shipment and written notice hereof given to Seller within 30 days of discovery. Products which are replaced by Seller in accordance with foregoing shall become the property of Seller and shall be returned to it by the Purchaser F.O.B. point of shipment.

JURISDICTION/VENUE: In any action between Buyer and Seller relating to the Product or these terms, Buyer consents to the exclusive jurisdiction of the federal and state courts of the State of California, U.S.A., and agrees that the action will be properly venued in any such court. If Buyer is located outside the U.S., Seller reserves the right to initiate legal action against Buyer in a court located outside of the State of California, U.S.A.



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