9. Claims
Within 30 days (101) days after receipt of goods manufactured by Seller, Buyer shall notify Seller in writing of any claims for non-conformity, shortage, errors in shipment or errors in charges. Failure to so notify Seller shall constitute conclusive evidence that Buyer has accepted the goods and that Buyer has satisfied all of his obligations hereunder. Buyer shall, within 30 days, notify Seller of any defects and/or non-conformity to goods and shall return said goods to Seller. Goods may be returned only by Buyer's prior written authorization. If Seller consents to the return of such goods, those returns shall be made F.O.B. shipping point (F.O.B. shipping point, and all other risks and costs of return shall be borne by Buyer). Seller shall not be liable for return of goods after the expiration of 90 days beyond the original completion date on the order. Buyer shall be responsible for all costs and expenses incurred in connection with the return of goods. No other warranties, express or implied, including warranties of merchantability, fitness for a particular use or purpose, and non-conformity to or allow credit equal to the invoice value of such goods which may be utilized for purchase of other goods, at Seller's option. Buyer shall be given reasonable opportunity and access to investigate the merits of any claim made under this paragraph. Any non-conformity of goods shall be subject to the terms of warranty. Furthermore, Buyer's representative shall be responsible and liable for any and all storage charges assessed by Seller and/or Seller's suppliers. Goods shall be returned to the Buyer freight collect. Buyer shall indemnify, defend and hold Seller harmless from any claim, liability, damages, losses and costs (including attorney fees and costs) incurred by or assertable for personal injuries sustained by Seller or any third party, arising out of the selection, application or use of goods purchased from Seller.

10. CANCELLATION OR DELAYS
Buyer shall not cancel or change the order or cause the work or shipment to be delayed or stopped, except with the consent of Seller, and then only with rights, including attorney fees and costs, that may be specifically allowed by law or otherwise. Any agreements between Buyer and Seller on terms of payment. If payment is not made when due, Buyer agrees to pay a late charge on the amount past due at the rate of the lesser of one percent (1%) per month or eighteen percent (18%) per annum. Any provision of this quotation is in violation of any Federal, State or local statute (22 USC App. 2401 et seq.) as contained under Executive Order 12924; International Traffic in Arms Regulations (22 CFR 120 et seq.) of the above mentioned, or any assignment for the benefit of creditors of Buyer or Seller shall cause Seller to void the contract, tort or otherwise. The arbitration shall be administered by the American Arbitration Association ("AAA") pursuant to the AAA's commercial rules and, if applicable, their supplementary procedures for complex disputes.

12. INDEMNITY
Buyer shall indemnify, defend and hold Seller harmless from any claim, liability, damages, losses and costs (including attorney fees and costs) incurred by or assertable for personal injuries sustained by Buyer or any third party, arising out of the selection, application or use of goods purchased from Seller.

13. INTANGIBLE PROPERTY RIGHTS
Any intellectual property rights, improvements, trade secrets, trademarks and copyrightable materials, including, but not limited to, design, drawings, plans, specifications and computer programs, developed or otherwise acquired by Seller in connection with the production of goods or services to Buyer shall be owned and shall belong exclusively to Seller. The Buyer's sole and exclusive right is to receive and ship said finished goods and any reasonable royalty. Any other use than the Buyer's shall be prohibited. The Buyer is liable for the full monetary value (150) of the order. Neither Seller's proposal or the order nor provision thereof shall be assigned, transferred, sold, resold, or changed in any way except by written authorization and agreement from Seller.

15. INSURANCE
This Agreement shall in all respects be interpreted, construed and governed by and in accordance with the laws of the State of California, including, but not limited to, all of the insurance, commercial codes and laws and, if applicable, their supplementary procedures for complex disputes.

16. TAXES
Taxes shall be billed by Seller on all purchases and will be added as part of this order or one or more provisions as similar in terms as may be applicable and non-cancelable under applicable law.

17. INSOLVENCY
Insolvency shall cause the cancellation of the order and Buyer agrees to pay to Seller the sum of $10,000.00 as liquidated damages for each million dollars or part thereof of the balance of the order not ordered and paid for as of the date of said notice of insolvency. Buyer shall provide Seller with a non-repealable certificate of insurance evidencing the insurance coverage and the amount of insurance in accordance with the terms and conditions of this Agreement.

18. HEADINGS
Any headings and captions set forth in this order are for convenience of reference only and are not intended to, nor do they, alter, affect the meaning, content or enforceability of any provision hereof/article hereof.

19. SEVERABILITY
In the event of this order or held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions of the order shall not be affected thereby. To the extent that any provision of this order is held to be unenforceable or invalid, provision shall be held null and void.

21. SET-OFF
Buyer may offset any amount due from Buyer to Seller, whether or not under this order, from any amounts due Buyer to Seller or any other amounts due Seller from Buyer. However, no offset shall be made against any amount which is not subject to a service charge.

22. TAXES
Unless otherwise specifically designated on this quotation/agreement, Buyer shall pay all taxes or duties including but not limited to state, local, federal, transit, etc. For any additional taxes or duties that include an excise tax, Buyer shall be responsible and liable for any and all taxes and duties that may become due hereunder and Buyer agrees to pay all such taxes and duties, if any, and will take all necessary steps in Buyer's possession to have Buyer pay the same.

23. UNFACED
Unless specifically designated on this quotation/agreement, Buyer shall pay all taxes or duties including but not limited to state, local, federal, transit, etc. For any additional taxes or duties that include an excise tax, Buyer shall be responsible and liable for any and all taxes and duties that may become due hereunder and Buyer agrees to pay all such taxes and duties, if any, and will take all necessary steps in Buyer's possession to have Buyer pay the same.

24. GENERAL
All orders are subject to acceptance by an officer of Seller. Any representation, affirmation of fact or truth contained in these Terms and Conditions and the terms set forth in the face of this Quotation represent the entire agreement of the parties as to purchases made by Buyer. Any oral entendence, written conveyance or opinion of fact, or truth, prior to the execution of the contract, shall be null and void. NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT AND DOES NOT MAKE ANY WARRANTY TO BUYER'S CUSTOMERS OR AGENTS.