

# CPAC Terms and Conditions Rev: 05-05-2014

PLEASE READ THESE TERMS AND CONDITIONS OF SALE ("USER AGREEMENT") VERY CAREFULLY. THE CUSTOMER AGREES TO BE BOUND BY THIS SALE AGREEMENT AND ACCEPTS ITS TERMS AND CONDITIONS (UNLESS THE CUSTOMER HAS SIGNED A SEPARATE FORMAL PURCHASE AGREEMENT WITH CPACINC.COM. ("CPAC"), IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN).

**IMPORTANT INFORMATION ABOUT THIS LEGAL CONTRACT:** This Sale Agreement is a legal contract between the CUSTOMER (Purchaser) and CPACinc.com (Seller). The CUSTOMER accepts this Sale Agreement by making a purchase, placing an order, or otherwise shopping on CPACinc.com's Web Site. (References to "BUYER" shall relate to the CUSTOMER. References to "CPAC" shall relate to CPACinc.com and its affiliates.) The terms and conditions of this Sale Agreement are subject to change without prior notice and limited to stock on hand prior to the sale, except that the terms and conditions posted on the Site at the time the CUSTOMER initially places or modifies an order will govern the order in question.

This Sale Agreement constitutes the entire agreement between the CUSTOMER and CPAC relating to the purchase or sale of goods or services on the Site. The Sale Agreement may only be modified or terminated with regard to goods or services that have been purchased or sold on the Site in a writing signed by CPAC. Electronic records (including signatures), that are otherwise valid, shall be accepted under the Sale Agreement. The CUSTOMER consents to receiving electronic records, which may be provided via a web browser or e-mail application connected to the Internet; consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting CPAC.

CUSTOMER consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting Seller. In addition, Internet connectivity requires access services from an Internet access provider. Contact your local access provider for details. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

In the event of any conflict between the terms and conditions stated on your purchase order and this Sale Agreement or any terms and conditions on our invoice, you agree that the provisions of this Sale Agreement and our invoice shall control.

**GOVERNING LAW:** THIS AGREEMENT AND ANY SALES HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAWS OR RULES. THE PARTIES AGREE THAT JURISDICTION, FOR THE PURPOSE OF ALL ISSUES OF LAW, FACT OR EQUITY ARISING IN CONNECTION WITH THIS AGREEMENT OR ANY ADDITIONS, AMENDMENTS OR SUPPLEMENTS THERETO, SHALL BE IN A STATE OR FEDERAL COURT LOCATED IN THE STATE OF CALIFORNIA ONLY AND VENUE FOR THE PURPOSE OF SUCH PROCEEDINGS SHALL BE IN THE CITY OF SANTA ANA AND THE COUNTY OF ORANGE ONLY.

**EXPORT SALES:** If goods herein being purchased are for purposes of export, the CUSTOMER must obtain from the federal government applicable export documentation before shipping to a foreign

country. In addition, manufacturers' warranties for exported goods may vary or even be null and void for goods exported outside the United States. The BUYER should inquire further regarding any questions. Any and all liability is only for the products purchased.

**GENERAL LEGAL DISCLAIMER:** CPAC HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER BY CPAC IN NO WAY AFFECTS THE TERMS OF THE MANUFACTURER'S WARRANTY, IF ANY.

**INTERNET DISCLAIMER:** Internet connectivity requires access services from an Internet access provider. Contact your local access provider for rates, terms and conditions.

**THIRD-PARTY PRODUCT AND Y2K DISCLAIMER:** All products sold by CPAC are third party products and are subject to the warranties and representations of the applicable manufacturers. CPAC makes no representation or warranty with respect to the Y2K compliance of products sold.

#### **Title; Risk of Loss**

If Customer provides Seller with CUSTOMER'S carrier account number or selects a carrier other than a carrier that regularly ships for Seller, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to Products and risk of loss or damage during shipment pass from Seller to CUSTOMER upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and CUSTOMER'S rights therein are contained in the license agreement between such licensor(s) and Customer.

**LIMITATION OF LIABILITY:** CPAC SHALL NOT BE LIABLE, TO ANY EXTENT WHATSOEVER, TO ANY PERSON FOR ANY CLAIM, LOSS INJURY, DAMAGE, OR ANY EXPENSE OF ANY KIND, INCLUDING SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH SELECTION, USE, OR PERFORMANCE OF THE EQUIPMENT, AND SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH CPAC'S FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER.

#### **Access**

Seller may perform the Services at CUSTOMER'S place of business, at Seller's own facilities or such other locations as Seller and CUSTOMER deem appropriate. When the Services are performed at Customer's premises, Seller will attempt to perform such Services within CUSTOMER'S normal business hours unless otherwise jointly agreed to by the parties. CUSTOMER'S will also provide Seller access to CUSTOMER'S staff and any other CUSTOMER'S resources (and when the Services are provided at another location designated by CUSTOMER, the staff and resources at such location) that Seller determines are useful or necessary for Seller to provide the Services. When the Services are provided on CUSTOMER'Ss premises or at another location designated by CUSTOMER, CUSTOMER agrees to maintain adequate insurance coverage to protect Seller and CUSTOMER'S premises and to indemnify and hold Seller and its Affiliates, and its and their agents and employees harmless from any loss, cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising out of any product liability, death, personal injury or property damage or destruction occurring at such location in connection with the performance of the Services, other than solely as a result of Seller's gross negligence or willful misconduct.

**NOTICES:** Any notice provided herein shall be in writing and sent by registered or certified mail, postage prepaid, addressed to the party for which it is intended at the address set forth on the front page of this agreement, to such other address as either party shall from time to time indicate in writing, said notice to be deemed effective upon receipt or three (3) days from the date of deposit in U.S. mail, whichever occurs first.

**ARBITRATION:** ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) arising from or relating to this Sale Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Sale Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Sale Agreement), CPAC'S advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (AAA) or any arbitration forum selected by CPAC. Notwithstanding any choice of law provision. Hearings shall be held as provided by the Arbitration Code and if any In-person Hearing is required, it shall be held in Orange County, California. Judgment on the award rendered by the arbitrator(s) may be entered by any court having jurisdiction. Each party shall bear its own cost of any legal representation, discovery, or research required to complete arbitration.

**ORDERS; PAYMENT TERMS; LATE FEES:** Orders are not binding upon CPAC until accepted by CPAC. Terms of payment are within CPAC'S sole discretion. Invoices are due and payable within the time period noted on the invoice, measured from the date of the invoice. CPAC may invoice parts of an order separately. BUYER agrees to pay interest on all past-due sums of 1½% per month.

**FREIGHT POLICY:** Shipping and handling charges on orders vary; contact your CPAC account manager for our most current and competitive rates, options and shipping specials. For the CUSTOMER'S protection, we ship only to the verified billing address of the BUYER 'S credit card and require proof of identification. In some circumstances, international shipping may be available. Call for details. Shipping charges are subject to change.

### **Warranties**

CUSTOMER understands that Seller is not the manufacturer of the Products purchased by CUSTOMER hereunder and the only warranties offered are those of the manufacturer, not Seller or its Affiliates. In purchasing the Products, CUSTOMER is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Products that may be provided by Seller or its Affiliates. SELLER AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. CUSTOMER expressly waives any claim that it may have against Seller or its Affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any Product and also waives any right to indemnification from Seller or its Affiliates against any such Claim made against CUSTOMER by a third party. CUSTOMER acknowledges that no employee of Seller or its Affiliates is authorized to make any representation or warranty on behalf of Seller or any of its Affiliates that is not in this Agreement.

Customer further acknowledges and agrees that Seller makes no representations, warranties or assurances that the Products are designed for or suitable for use in any high risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems, and Customer agrees to indemnify Seller in connection with any such use of the Products. Customer further agrees to review and comply with the manufacture's disclaimers and restrictions regarding the use of the Products in high risk environments.

Seller warrants that the Services will be performed in a good and workmanlike manner. CUSTOMER'S sole and exclusive remedy and Seller's entire liability with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to re-perform or cause to be re-performed any Services not in substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; provided, in each case, Customer notifies Seller in writing within five (5) business days after performance of the applicable Services. EXCEPT AS SET FORTH HEREIN OR IN ANY STATEMENT OF WORK THAT EXPRESSLY AMENDS SELLER'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES THAT IS NOT IN THIS AGREEMENT OR IN A STATEMENT OF WORK EXPRESSLY AMENDING SELLER'S WARRANTY.

CUSTOMER shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. CUSTOMER shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Services. SELLER, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE SERVICES.

Seller will not be responsible for and no liability shall result to Seller or any of its Affiliates for any delays in delivery or in performance which result from any circumstances beyond Seller's reasonable control, including, but not limited to, Product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any shipping dates or completion dates provided by Seller or any purported deadlines contained in a Statement of Work or any other document are estimates only.

CUSTOMER is responsible for all shipping charges back to CPAC on returned items, and CPAC will pay the shipping charges on the replacement item(s) going back.

**SOFTWARE AND DVD MOVIE RETURN POLICY:** Only defective software and DVD movies can be returned to CPAC. The return must take place within 30 days of invoice date and may only be replaced for the SAME software or DVD movie title. Unopened software may be returned for refund or exchange within 30 days of invoice date. Multiple software licenses cannot be returned for refund or exchange unless first authorized by the manufacturer. Multiple licenses may not be returned beyond 30 days for any reason.

**PAYMENT CREDIT TERMS:** Net terms are available for end user CUSTOMER's upon approval of credit worthiness and based on sales and payment history with CPAC. Late invoices are subject to a 1½% monthly late penalty. CPAC will accept personal and business checks for prepay orders, but allow 10 business days for clearing.

**RENTAL ITEMS:** Items rented from CPAC are governed under a separate terms and conditions agreement, provided to the customer prior to rental. Contact CPAC for further information on rental terms and conditions if you are considering renting an item from CPAC.

**SALES PRICE AND PAYMENT:** The sales price of the equipment is set forth on the front of CPAC'S sales order or sales quote hereof. Unless otherwise provided on the front hereof, payment in full of the sales price is due in advance upon execution of this Agreement.

**TAXES:** The item sales price does not include any amount for present or future sales, electronic waste fee, recycling, excise or other similar tax or fee. Sales excise or similar taxes are the responsibility of the buyer. CUSTOMER agrees to pay all such taxes including interest and penalties therein. If CPAC is required to pay them to the taxing authority, CUSTOMER will promptly reimburse CPAC for the amount paid. In the event CUSTOMER is purchasing for resale, a duly executed exemption certificate for resale shall be delivered to CPAC prior to delivery of the equipment.

**FREIGHT COSTS; DELIVERY:** CUSTOMER agrees to pay for all costs for delivery transportation, rigging, insurance and drayage to the location of equipment. CPAC shall not be liable for any failure or delay in furnishing the equipment, materials or labor resulting from fire, explosion, flood, storm, act of God, governmental, machinery breakdown, transportation contingencies, difficulty in obtaining parts, supplies, or shipping facilities or delay of carriers.

**CLAIMS; DUTY TO EXAMINE:** The CUSTOMER is responsible to notify the carrier shipping the equipment of any loss occurring during transit. CUSTOMER agrees to examine promptly all equipment upon receipt and to notify CPAC of equipment which is not in good working order, nonconforming deliveries or claims within (7) seven days after receipt. CUSTOMER must notify CPAC prior to incurring any charges needed to fix, replace or add to equipment which is not in good working order or does not conform to the terms on the Agreement. Should these charges be CPAC'S responsibility, and the charges exceed the sales prices of the equipment CPAC reserves the right, at its option, to either refund the sales price or replace the equipment.

**INSTALLATION:** Unless CPAC, or their agents, has been contracted to perform installation of product for the CUSTOMER then CUSTOMER assumes all responsibility for installation including any cost associated therewith.

**TITLE; RISK OF LOSS; SECURITY INTEREST:** Free title to the equipment shall pass to CUSTOMER upon payment as set forth. Risk of loss shall pass to the BUYER at point of pickup, or delivery to its assigned carrier or receipt of payment whichever shall occur first. Loss or damage that occurs during shipping by a carrier selected by CPAC is CPAC'S responsibility. Loss or damage that occurs during shipping by a carrier selected by the CUSTOMER is the CUSTOMER'S responsibility. Title to software may remain with the applicable licensors. CPAC reserves title to the equipment sold hereunder as security for the performance of CUSTOMER'S obligations hereunder. Should CUSTOMER fail to perform any provision of this Agreement by it to be performed, or default in payment of any charges hereunder when due, CPAC may remove and repossess and or all equipment with or without notice or demand, in addition to exercising such other rights and remedies as may be conferred on it by law. Loss or damage that occurs during shipping by a carrier selected by CPAC is CPAC 'S responsibility. Loss or damage that occurs during shipping by a carrier selected by CUSTOMER is CUSTOMER'S responsibility. Title to software will remain with the applicable licensor(s).

**MAINTENANCE; WARRANTIES; DISCLAIMERS:** CPAC represents and warrants that, at the time the equipment is delivered, CPAC will be the lawful owner of the equipment, free and clear of any liens and encumbrances (other than those which may arise from this Agreement) and will have full right power and authority to sell the same to CUSTOMER. As set forth, CUSTOMER must examine promptly all equipment upon receipt and notify CPAC within seven (7) days after receipt if the equipment is not in good working order, CPAC, at CPAC'S option, shall either replace or repair the equipment not to exceed the sale price of the equipment, CPAC reserves the right to refund the sales price to the CUSTOMER. CUSTOMER'S failure to notify CPAC as set forth above shall constitute acceptance of the equipment as is and a waiver of this provision.

CUSTOMER may elect to have the equipment placed under an extended manufacture warranty which may be purchased from CPAC or the manufacture. CUSTOMER shall be responsible for placing the equipment under such maintenance coverage and will promptly notify CPAC in writing of any dispute concerning the equipment's eligibility therefore, to afford CPAC a reasonable opportunity to assure such eligibility. If "ALL EQUIPMENT IS SOLD AS IS" is stated on the front hereof, CPAC makes no warranty with respect to manufacturer's maintainability, workability, or condition. CUSTOMER recognizing CPAC is not the manufacturer of the equipment, expressly waives any claim against CPAC based on any infringement or alleged infringement of any patent with respect to the equipment or for any indemnity against any such patent claim made by another against BUYER.

THE EXPRESS WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, AND CPAC HERBY DISCLAIMS SUCH WARRANTIES, INCLUDING, WITHOUT LIMITATION ANY WARRANTY RELATING TO THE DESIGN, QUALITY OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, FITNESS, OR CAPACITY FOR ANY PARTICULAR PURPOSE, NONINFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE OR ANY OTHER MATTER. NO AGENT, EMPLOYEE OR REPRESENTATIVE OF CPAC HAS ANY AUTHORITY TO BIND CPAC TO ANY WARRANTY EXCEPT AS EXPRESSLY PROVIDED IN THIS PARAGRAPH.

#### **Limitation of Liability**

**UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY SELLER OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS OR SERVICES; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY SELLER OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF SELLER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM; OR (B) \$50,000.00.**

**OPTION TO TERMINATE:** CPAC reserves the right to terminate this Agreement if A) CUSTOMER does not or is unable to accept delivery of the equipment or B) CUSTOMER becomes insolvent or is the subject or proceedings under law relating to bankruptcy or C) CUSTOMER fails to perform any term or provision of this agreement. The right to terminate will be exercised by written notice to CUSTOMER, thereafter CPAC shall have the right to take immediate possession of the equipment and to retain all money paid hereunder to the date of such notice as liquidated damages.

**ADDITIONAL FEATURES:** If the equipment contains any features not specified in the agreement, CUSTOMER will allow CPAC, at the option and expense of CPAC, the right to remove such features. This removal will be performed by a qualified technician upon the request of CPAC, at a time convenient to BUYER, provided that CUSTOMER shall not unreasonably delay the removal of such features.

**SUBSTITUTION AND EQUIPMENT CHANGES:** If in the best interest of CPAC and CUSTOMER, upon written notice by CPAC, CPAC may provide equipment with different serial numbers than those shown on Agreement. The model and specifications on the front hereof may be changed by written consent and agreement between CUSTOMER and CPAC.

**GENERAL:**

1. This constitutes the entire Agreement between CPAC and CUSTOMER with respect to the purchase and sale of the equipment superseding all prior correspondence between the parties (including without limitation, any purchase orders submitted by the CUSTOMER to CPAC) and no amendment, modification, waiver, or representation or statement not contained herein shall be binding upon CPAC or CUSTOMER as a warranty or otherwise, unless in writing and executed by the party to be.
2. The parties agree that jurisdiction, for the purpose of all issues of law, fact or equity arising in connection with this Agreement or any additions, amendments or supplements thereto, shall be in state or federal courts located in the State of California only and venue for the purpose of such proceedings shall be in the city of Santa Ana and the County of Orange only.
3. This Agreement shall be binding upon the inure to the benefit of the parties hereto and their respective assigns.
4. This Agreement shall be governed by and construed on accordance with the laws of the State of California including all matters of construction, validity, performance, and enforcement.
5. This Agreement is subject to acceptance by CPAC at its offices in Yorba Linda, California and shall only become effective on this date thereof.
6. This Agreement shall not be assigned by CUSTOMER without prior written consent of CPAC
7. The foregoing Terms and Conditions shall prevail notwithstanding in any additional or different terms contained in any order submitted by CUSTOMER.