

Terms and Conditions

These terms and conditions apply to all products supplied by Triple T Machining Specialties, Inc. and/or Molecat, LLC ("Seller", "us", "our") to or for any person or entity ("Customer", "you", "your"), and all bids or contracts for such supply of products. These terms and conditions supersede any and all provisions of Customer's order relating to the products (as defined below) to the extent that such provisions are inconsistent with, differ from, are additional to, or limit these terms and conditions in any way.

1. **Products.** For purposes of these terms and conditions, the term "Product" or "Products" shall mean any products supplied or required to be supplied by the Seller to or for Customer under contract or otherwise, including without limitation items identified in the "description" provision of any contract for the supply of any products by Seller to or for Customer.

2. **Title and Risk of Loss.** Title to the Products and risk of loss thereof shall pass to customer at the date of delivery. Unless otherwise expressly agreed in writing, delivery and completion of any service shall be the date the service is provided or, if invoiced, the date of first invoice for such services presented to Customer by mail or other means. Delivery of Products shall be F.O.B. Seller's facilities at the address set forth above. Any shipment of any item shall be F.O.B. Seller's facilities at the address set forth above, and the cost of any such shipment shall be borne by Customer.

3. **Limited Warranty.** Seller warrants to Customer that the Products shall be free of defects in materials and workmanship for 90 days from date of purchase.

4. **Matters not Warranted.** Seller shall not be responsible for any non-conformities or damage caused by other than normal and proper usage, or contributed to by improper maintenance, misuse or abuse, alterations, repairs, or incorrect installation by Customer, Customer's agents, or assigns, or by others. Seller shall not be responsible for any improper use of the Products, failure by Customer to follow Product instructions, or use of the Products in excessive heat of 125 degrees Fahrenheit or higher.

5. **Warranty Claims.** To make a claim under this limited warranty, Customer must: (1) have the bill of sale, dated receipt or other dated proof of purchase, (2) contact our Customer Service Department at 1-877-MOLECAT (1-877-665-3228) during normal business hours (8-5 PST, M-F) or by email at info@molecat.com and **obtain a returned goods authorization number**, and (3) package the Products you claim are defective in their original packaging and send them with the bill of sale, receipt or other dated proof of purchase, the return authorization number, and a description of your claim, shipping prepaid, to Molecat LLC, Returned Goods Department, 11243 S. Beutel Rd, Oregon City, OR 97045. It is illegal to ship .27 blanks by US Mail. If any .27 blanks are being shipped individually or as part of the Molecat unit, they must be shipped to us by UPS ground service, prepaid. This limited warranty is void and is of no force or effect with respect to any defect unless, within 90 days from the date of purchase of the alleged defective Products, Customer delivers to Seller at Molecat LLC, 11243 S. Beutel Rd, Oregon City, OR 97045 a written claim fully describing the defect. Any suit for defective Products must be filed with a competent court as provided in paragraph 13 below within one year of the date of purchase.

6. **Return of Products Purchased from Retail Store.** Products purchased by Customer at a retail store must be returned to the store in accordance with the store's then current return policy. Products returned to us in error will be returned to Customer at Customer's cost and expense.

7. **Return of Products Purchased Direct from Seller/Restocking Fee.** Products purchased direct from us may be returned within 30 days of purchase for a full or partial refund unless the Products have been used by Customer. Customer agrees that a restocking fee of \$25 will be charged for all returns. To make a return of the unused Products purchased direct from us, Customer must: (1) have the bill of sale, dated receipt or other dated proof of purchase, (2) contact our Customer Service Department at 1-877-MOLECAT (1-877-665-3228) during normal business hours (8-5 PST, M-F) or by email at info@molecat.com and **obtain a returned goods authorization number**, and (3) package the Products **with all original contents** in their original packaging, and send them with the bill of sale, receipt or other dated proof of purchase, and the return authorization number, shipping prepaid, to Molecat LLC, Returned Goods Department, 11243 S. Beutel Rd, Oregon City, OR 97045. It is illegal to ship .27 blanks by US Mail. If any .27 blanks are being shipped individually or as part of the Molecat unit, they must be shipped to us by UPS ground service, prepaid.

8. **DISCLAIMER. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS AND CONDITIONS, SELLER HEREBY DISCLAIMS AND CUSTOMER HEREBY WAIVES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, WORKMANLIKE SERVICE, THE DESIGN OR CONDITION OF THE PRODUCTS, AND THE PRODUCTS' MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN THOSE JURISDICTIONS WHERE IMPLIED WARRANTIES MAY NOT BE DISCLAIMED, ANY IMPLIED WARRANTY IS LIMITED ON DURATION TO THE 90 DAY DURATION OF THE EXPRESS LIMITED WARRANTY DESCRIBED IN THESE TERMS AND CONDITIONS. SOME STATES DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE LIMITATIONS IN THIS LIMITED WARRANTY MAY NOT APPLY TO CUSTOMER.**

9. **Exclusive Remedy.** The total liability of Seller arising from any contract, warranty, or from the manufacture, sale, delivery, resale, use or handling of any Product, whether in contract, in tort (including negligence and strict liability) or otherwise shall be limited to return of the Product and repayment of the price, repair and replacement of nonconforming Product or parts, or return of the total amount Customer paid to Seller, at Seller's sole and exclusive option. This is an exclusive remedy. In no event shall damages awarded for any liability of Seller, its shareholders, directors, employees or agents exceed the amount of available coverage set forth in Seller's liability insurance coverage.

10. **LIMITATION OF LIABILITY. SELLER WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, INJURY, DEATH, ANY DELAYS, OR LOST PROFITS ARISING FROM OR BASED ON THE SALE OR USE OF THE PRODUCTS, THE SERVICES PROVIDED, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

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Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Customer.

11. **Force Majeure.** Seller shall not be liable for any failure or delay in the Products resulting from any cause beyond the reasonable control of the Seller; or from compliance by Seller with any governmental regulations or directives; or from acts of God, war, fires, or other casualty or accident, civil or labor disputes or disorders, or delays, or shortages in transportation or inability to obtain timely or in sufficient quality fuel, power, labor, manufacturing facilities or materials or Products from the usual sources of Seller.

12. **Indemnity.** Customer shall indemnify, defend, and hold Seller its officers, directors, agents, employees, successors, and assigns harmless from and against any and all claims, demands, damages, losses, liabilities, and obligations of every kind or description (including attorney fees and costs), arising out of, related to, or resulting from, in whole or in part, your, your employees, agents, representatives, third parties, or independent contractors' activities undertaken with respect to this agreement, their breach of this agreement, negligence, any other torts, or violations of any local, state, or federal law or regulation. Should any claim covered by this indemnification provision be asserted against Seller, Seller shall notify Customer as promptly as practicable and give it an opportunity to defend the same, and Seller shall reasonably cooperate with Customer in connection with such defense. In the event that Customer shall fail to defend the claim within a reasonable time, Seller shall be entitled to assume the defense thereof with counsel of Seller's choice, and Customer shall be liable to repay Seller for all Seller's expenses reasonably incurred in connection with said defense, including reasonable attorney fees, costs, and settlement payments.

13. **Interpretation, Jurisdiction, Venue.** These terms and conditions and all other agreements between Seller and Customer shall in all respects be governed, construed and interpreted by the laws of the State of Oregon. Customer consents to and submits to the jurisdiction of all state and federal courts in Oregon. Customer agrees that venue for any action or proceeding shall be conducted in the state circuit court located in Clackamas County, Oregon, or in any federal courts located in Multnomah County, Oregon.

14. **Attorney Fees.** If Seller hires an attorney to enforce or interpret these terms and conditions, or any other agreement with Customer, Customer agrees to pay Seller's attorneys' fees and costs. The prevailing party in any action or proceeding to enforce or interpret these terms and conditions or any other agreement between the parties will be entitled to costs and reasonable attorneys' fees, at trial and on appeal; and the costs of collecting any judgment obtained including any costs or reasonable attorneys' fees incurred in any bankruptcy proceeding.

15. **Severability.** If any term or provision of these terms and conditions is held by any court or other competent authority to be illegal or unenforceable, the remaining terms and provisions shall not be affected.

16. **Not Assignable.** This warranty applies to the original Customer only and is not transferrable or assignable. Should the Customer transfer, sell, distribute, or otherwise dispose of the Products, the warranty becomes void.

17. **Entire Agreement.** Except to the extent the parties otherwise agree in writing, these terms and conditions are the exclusive expression of the understanding of the parties in connection with the Products.

Contact Information

Visit www.molecat.com contact page or call support at **503-656-7768** or **877-655-3228**.

Have comments on how **MOLECAT®** unit performed for you? Please let us know.

We appreciate your emails and pictures.