EXCUSE OF PERFORMANCE (FORCE MAJEURE). Seller shall not be liable for delays in performance or for non-performance of any obligation hereunder, except to the extent prohibited by law, if by reason of fires, floods, riots, war, hostilities, acts of God, shortages of materials or equipment, or other unavoidable cause beyond his control at the time of occurrence, including strikes, lockouts, slowdowns, picketing or other labor disputes or controversies, civil disturbances or riots, governmental requests, tariffs, restrictions, allocations, laws, regulations, or orders, or unavailability of or delays in transportation, or any other event, condition or contingency beyond his reasonable control. Seller shall be entitled to his damages sustained or incurred by reason of such delay or non-performance, and any such delay or non-performance shall extend the time within which such obligations are required to be performed, and upon written request by Seller, may be cancelled in whole or in part. The provisions of this Section shall not be applicable to any event of the foregoing, but the balance of the agreement shall otherwise remain unaffected.

2. DAMAGES. Buyer shall not be liable for any special, indirect, punitive, or consequential damages, including but not limited to, lost profits, lost savings, lost business, damage to or loss of any property, equipment, or any other item of personal property, or lost earnings. Seller shall be liable only for the actual loss of profits, lost savings, or other economic damages to Buyer caused directly by Buyer's breach of this Agreement. The amount of any claim for damages arising out of any breach of this Agreement shall be governed by the laws of the State of California.

3. ASSIGNMENT. Buyer shall not assign or delegate any rights hereunder or delegate any duties hereunder, or incorporate the rights or duties of any third party for Buyer, without the prior written consent of Seller. Any assignment of any rights or duties hereunder, or incorporation of the rights or duties of any third party for Buyer, shall be void and shall not affect the rights and duties of Seller hereunder. Buyer shall indemnify and hold harmless Seller, its officers, directors, employees, agents, and representatives, from and against any and all claims, losses, expenses, damages, losses, costs, or expenses of any nature arising out of any dissemination of such documents or information.

4. INDEMNIFICATION. Seller shall indemnify and hold harmless Buyer, its officers, directors, employees, agents, and representatives, from and against any and all claims, losses, expenses, damages, losses, costs, or expenses of any nature arising out of any dissemination of such documents or information.

5. TRANSMITTAL OF DOCUMENTS. Seller shall transmit on a regular basis all documents related to this Agreement, including but not limited to, material safety data sheets, product information, service manuals, and training materials, to Buyer and to any other third party as required by the terms of this Agreement.

6. CONFIDENTIALITY. Seller shall maintain the confidentiality of all information obtained from Buyer in connection with the performance of this Agreement, and shall not disclose such information to any third party without the prior written consent of Buyer. Any such disclosure shall be governed by the laws of the State of California.

7. NO REPRESENTATIONS OR WARRANTIES. Seller hereby disclaims any and all representations or warranties, express or implied, of any kind, including but not limited to, any warranty of merchantability or fitness for any particular purpose, with respect to any goods or services supplied under this Agreement.

8. LIMITATION OF LIABILITY. In no event shall Seller be liable for any special, indirect, punitive, or consequential damages, including but not limited to, lost profits, lost savings, lost business, damage to or loss of any property, equipment, or any other item of personal property, or lost earnings. Seller shall be liable only for the actual loss of profits, lost savings, or other economic damages to Buyer caused directly by Buyer's breach of this Agreement. The amount of any claim for damages arising out of any breach of this Agreement shall be governed by the laws of the State of California.

9. DISPUTE RESOLUTION. Any dispute arising out of or related to this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be held in Los Angeles, California, and the decision of the arbitrator shall be final and binding on both parties.

10. CHOICE OF LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of California.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements and understandings, whether oral or written, relating to the subject matter hereof.

12. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

REVISED 7/31/15

The parties agree to the terms of this Agreement and understand that any dispute arising out of or related to this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.