



TERMS AND CONDITIONS

1. Terms

All purchases must be made in accordance with our terms of net thirty (30) days.

2. Interest

Interest shall accrue on any past due obligation at the maximum rate allowed by law.

3. Delivery

Shipment will be made in accordance with instructions issued by buyer. Buyer assumes all risk of loss and all damages resulting from any cause whatsoever. Any shipment or delivery dates are approximate only and not guaranteed.

4. Liability Limitation

Seller's liability on any claim of any nature, including negligence, for any loss or damage arising out of or connected with the manufacture, sale, delivery, resale, repair, or use of any goods or services furnished to buyer shall be in no case exceed the lesser of the cost of repairing or replacing the goods. In no event shall seller be liable for special, incidental, or consequential damages.

5. Disclaimer of Implied Warranties

Any and all goods sold by seller are purchased by the buyer "as is" and the seller does not warrant that they are of merchantable quality or that they can be used for any particular purpose.

6. Inconsistent terms and Conditions

Any items or terms inconsistent with those stated herein which may appear on any written document, purchase order, or other like instrument, shall be void and shall be superseded by the terms and conditions set forth herein.

7. Attorney's Fees

In the event that it shall become necessary to file action to collect any obligations, the prevailing party agrees to pay reasonable attorney's fees and court costs.

8. Applicable Law - Venue

This agreement is entered into at seller's place of business located at 9370 Waples Street, Suite 100, San Diego, California. In the event that it should become necessary to file action, the venue of said action shall be with the San Diego Superior Court or the San Diego Municipal Court. This agreement shall be governed by the laws of the State of California.

The following signature agrees that all sales shall be subject to the terms and conditions that are set forth above. Applicant authorizes CMS DUPLICATION, INC. to obtain credit and financial information concerning the applicant at any time and from any source. We assure you that we will treat any information in confidence and for our use only.

Company Name _____ Date _____

Signed _____ Title _____