



Patent #US 8,051,599 B2  
Made in USA  
Canada Patent Pending

# Instruction Guide



**SAFE!**  
**2 Built-In Safeties**

Shown Without Scent Free Bag.

**Shockwave Blast Kills Quickly, Humanely & Efficiently**

## To Our Customers:

Thank you for your purchase of MOLECAT® the original powder actuated yard tool with two built in Safeties. Percussive extermination is ensured by an extreme shock-wave of air pressure, fire and sound. When firing into an exit hole, the soil restricts most of the noise and energy so MOLECAT® is suited for operation within city limits.

You may think you know everything about guns however the MOLECAT® unit is not a gun. For successful results READ THE INSTRUCTIONS! Safety first! Observe two safety features that are only released after the unit is securely anchored into the exit hole as explained in steps 13 & 14.

**"Identify Your Pest"**  
See Chart and videos  
at [www.molecat.com](http://www.molecat.com)

## Included In Your Purchase

- (1) MOLECAT® Unit & (1) Firing Barrel
- (10) Blank Extermination Cartridges
- (10) Scent Free Bags (SFBag)
- (1) Instruction Guide
- (1) Stainless Steel Anchor
- (1) Cartridge Punch
- (1) Sturdy Storage Case



**For your best success, Read The Instructions!**  
**Questions? Call 877-665-3228**

Use is based off of instruction guide and not intended for any other use than for the extermination of burrowing pests.

## Warnings

- A. "Clockwise" and "Counter Clockwise" are terms used to describe the use of the Knob on the non-discharging end of MOLECAT® and it is the Knob device by which MOLECAT® is set to discharge.
- B. Hot Plasma discharges from the .27 Cartridge and Firing Barrel at high velocity and can cause serious burns/injury/death to user and bystanders.
- C. Always wear Eye/Hearing safety gear when operating MOLECAT®.
- D. DO NOT place anything into Firing Barrel other than a .27 caliber Extermination Cartridge.
- E. DO NOT operate MOLECAT® in an enclosed area.
- F. Keep MOLECAT® and Extermination Cartridges safely away from Children, Minors and Pets.
- G. DO NOT point "Armed" unit at any living thing other than the intended pest.
- H. DO NOT hold MOLECAT® by Trigger Wire or Triangle. Hold by Knob and Sleeve only.
- I. Never exercise horseplay, tricks or foolishness with this tool. This is serious and could kill.
- J. Use good judgment in relation to your specific area, being thoughtful not to disturb neighbors.
- K. Use MOLECAT® unit in good operating condition. Follow Maintenance Instructions.
- L. Always cover set MOLECAT® with a bucket or heavier cover such as a wheelbarrow as appropriate for the safety of children and pets.
- M. Do not set unit near seeping gases occurring naturally from the earth or near man made gas lines or any combustible material. Fire could result.
- N. Keep area clear of flammables. When triggered, MOLECAT® emits a blast of extreme hot plasmic fire and will ignite flammable materials.

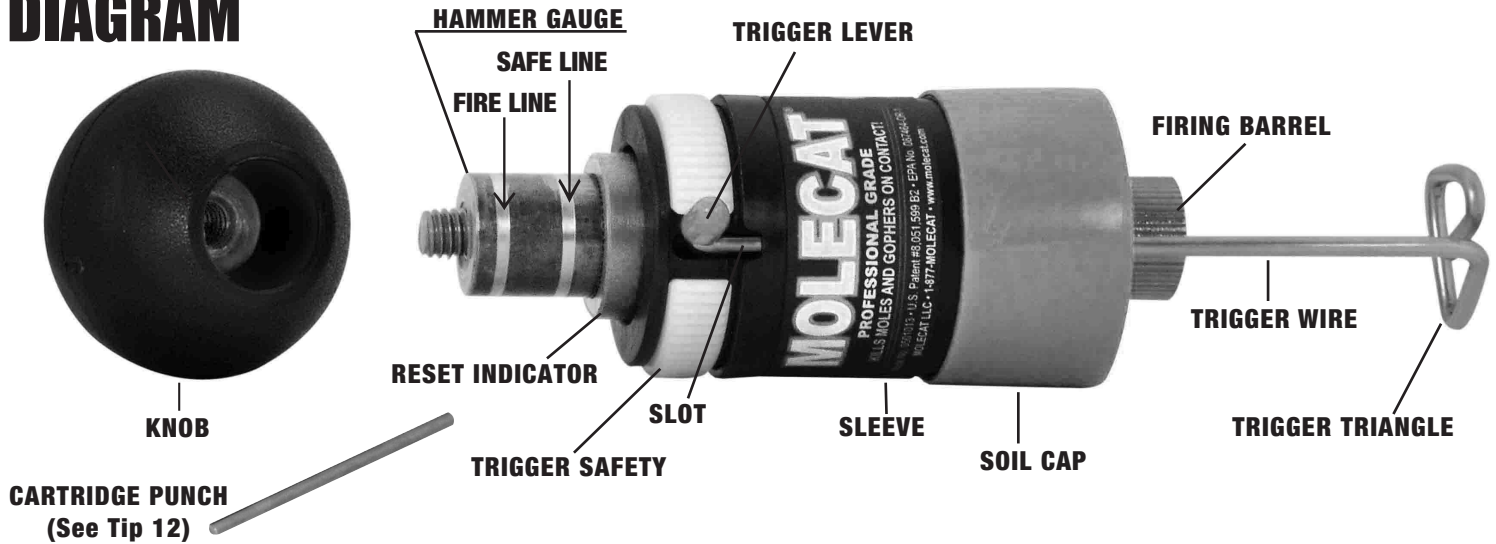
## Extermination Cartridge Explosive Warnings

- Keep out of the reach of Children.
- Protect Eye/Hearing by wearing protection.
- Always load outdoors with adequate ventilation.
- DO NOT crush, strike, pry or expose to flame or heat.
- Always keep dry. Use plastic zip lock bag provided.
- DO NOT use in Firearms.
- Use only in MOLECAT® Powder Actuated Tool designed for this specific load.

## Lead Warning

Handling powder loads may result in exposure to lead and other substances known to cause cancer, birth defects, reproductive harm and other serious physical injury. Always wash hands thoroughly after handling.

# DIAGRAM



## Setting Unit & Test Procedure

### Understanding the two Safety features

**IMPORTANT:** Do steps 2, 3 & 4 in sequence to allow Trigger Lever to slide forward into slot.  
Always point Trigger end down when setting for correct Trigger sensitivity.



**For Safety - Remove Firing Barrel:**  
Turn counter clockwise and set aside.



Firmly hold Sleeve. Rotate Knob firmly **clockwise** until it **stops** turning.  
Do not use the Soil Cap or Trigger Lever for leverage.



Holding Sleeve, push Knob down until the Reset Indicator slides into Sleeve.  
Point Trigger end down. Do not hold the Soil Cap.



Push Trigger Lever forward into Slot.  
**Point Trigger Wire down** to assist internal mechanism into place.



**Trigger Safety On:**  
Rotate Trigger Safety left or right to block Trigger Lever into Slot.



**Hammer Safety On**  
Rotate Knob counter-clockwise to Safe Line.  
The hammer cannot fire the cartridge until rotated past Safe Line.  
Go to step 7A to test. Go to step 8 to arm.



The Knob controls the firing mechanism.  
Rotating the Knob past the Safe Line sets the unit to fire and is **done only in Step #14**.

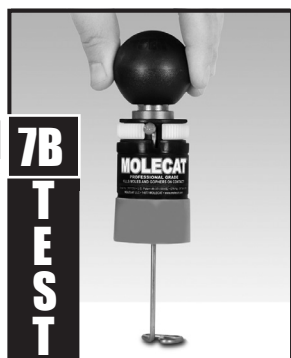
Use a 3/16" rat tail file to file off divots if damage occurs.



Rotating the Knob past the Safe Line when **testing** without a Cartridge will damage the Firing Barrel (as shown) and is not covered by the warranty.



**Trigger Safety Off:**  
Turn Trigger Safety left or right to unblock Trigger Lever.



Gently set Trigger Triangle on a stable surface. It will make an audible "SNAP" sound under its own weight.  
Reset Indicator pops up to show activation.



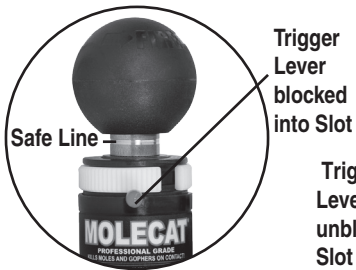
**SET UNIT**  
Steps 1-6 above, both safeties are "ON".  
**Proceed to step 9 through step 14 to arm unit.**



# ARMING MOLECAT®

## Arm outdoors!

### 1. Both Safeties ON



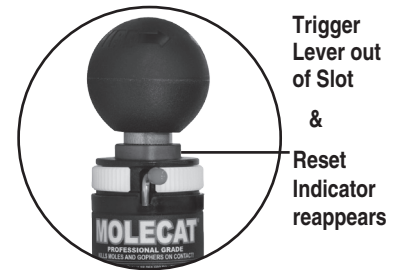
### 2. Test Set Up



### 3. Both Safeties OFF



### 4. Discharged



Hammer Gauge indicates no visible rings

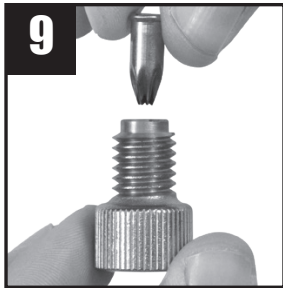


## SAFETY FIRST!

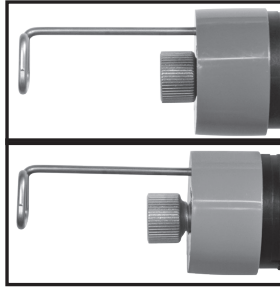
**Operating unit requires the use of eye and ear protection.**  
**Keep hands away from Firing Barrel after inserting cartridge.**



9



Place Extermination Cartridge into Firing Barrel cavity as shown. Reinsert Firing Barrel into MOLECAT®.



**IMPORTANT:**  
Firing Barrel Insert.  
Correct

Incorrect

10



### Read SFBag Tip 1

Place entire unit in an inside-out Scent Free Bag. Stir the Trigger end of MOLECAT® in loose soil to add natural scent on the outside of SFBag. Set aside.

11



No need to shovel! Use a tablespoon to open hole **allowing air to flow around unit and into the exit hole**. Use a probe to determine direction of the run. See Tip 4 & 5.

12



Place bagged unit **halfway** into exit hole, then use Anchor prongs to **secure** MOLECAT® at the Sleeve and to the side of the exit hole. Allow room to manipulate both Safeties. Read Tip 6.

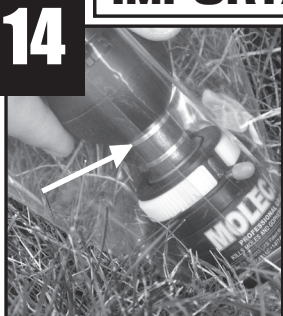
13



### Trigger Safety Off:

**Gently** turn Trigger Safety left or right to unblock Trigger Lever. Trigger Safety is now off. Unit will "snap" if SFBag tension is too tight but cartridge fire is prevented until Step 14. Reset!

14

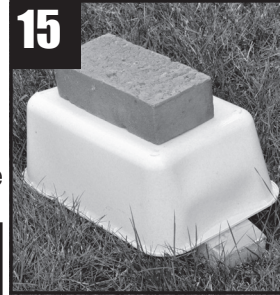


### Hammer Safety Off

**Carefully** rotate Knob counterclockwise to Fire Line. The Hammer can now strike the cartridge and fire.

**NOTE:** Knob comes off for cleaning when rotated past the Fire Line.

15



For safety, cover MOLECAT® with a bucket or other cover to protect children & pets. **IMPORTANT:** Allow air to circulate into the hole as shown. A moles' instinct is to close open airway.

16



Unit has fired when Red Reset Indicator appears between the Knob and Sleeve. The Hammer Gauge will disappear. Unit will look like inset example #4 above.

**IMPORTANT NOTE:** Follow steps 13 and 14 above in sequence or premature firing may happen. Step 13 checks the tension between the trigger and SFBag and for any unseen obstacle that may be in the hole. Step 14 sets hammer to fire - the last step for arming.



# Maintenance

Keeping your unit clean and oiled will extend the life of MOLECAT® and keep your warranty valid.

## Cleaning Procedure

**MOLECAT® is a rugged but very precise product. DO NOT allow dirt build up on the threads. DO NOT force water into the unit. DO NOT allow to stand in water or oil. Follow below cleaning procedure regularly to keep unit in good working condition and to avoid a \$35 factory Cleaning/Repair fee.**

**Periodic cleaning will extend good operating condition of trigger sensitivity and can be used before full cleaning is needed.**

Add a drop of oil into the Trigger Lever slot. Spray WD40 on Firing Barrel threads and wipe soil away from under Soil Cap area.

Follow STEP 1 below to clean Hammer Gauge and thread column.

**Use terrycloth under your work to keep all parts together! Tools needed for cleaning:**

Toothbrush, Q-tips, terrycloth, grease (petroleum jelly or lithium), Size "0" Phillips screwdriver, 2" piece of masking tape, WD40 as a cleaning agent and a clean damp washcloth.

### STEP 1 – Clean Knob / thread column

1. Remove Firing Barrel from unit
2. Set the unit to SAFE Line and with Trigger Safety on (steps 1-6, page 2). Now rotate the Knob counterclockwise off unit.
3. Use a toothbrush or terrycloth to clean and lube threads column with WD40.  
Wipe Knob for any surface soil.
4. Screw Knob clockwise onto unit until it stops turning. Rotate Trigger Safety to unblock Trigger Wire.
5. Use a toothbrush or terrycloth to clean Firing Barrel threads.

**If soil has accumulated into inner working mechanism, continue to Step 2**

### STEP 2 – Disassemble Unit / Clean Parts

1. Slide the Soil Cap away, down the Trigger Wire.
2. Remove white Trigger Safety Ring.
3. Using a #0 screw driver, unscrew (4) small Phillips screws counterclockwise to remove.
4. Slide off Sleeve Cover and set aside.
5. **NOTE:** there are 4 small parts positioned under Rocker Cover.  
Remove tape and Rocker Cover, set aside.  
Carefully tap out (2) Rockers and (2) 1/8" Ball Bearings onto terry cloth. **Do not remove the 2 roll pins.**
6. Remove Trigger Wire assembly, set aside.

You are now ready to clean: DO NOT SUBMERSE THE MAIN HOUSING/SLEEVE IN WATER OR OIL

Use a soft toothbrush or Q-Tip to clean crevices. Use damp wash cloth and WD-40 to remove any soil build-up on all parts.

### STEP 3 - Now it's time to re-assemble the unit!

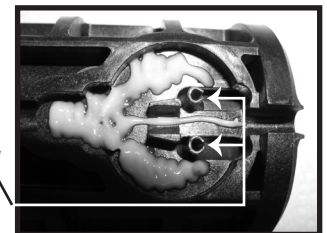
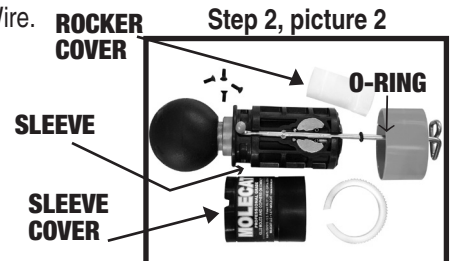
1. Place a coat of petroleum jelly or lithium grease in the clean cavity as shown using a Q-tip (picture 3).
2. **IMPORTANT:** set (2) Rockers with blunt ends next to roll pins (picture 4 and 5).
3. Place Trigger Assembly with O-ring outside of cavity, between Soil Cap & Sleeve (picture 2).
4. Insert (2) Ball Bearings in place between trigger wire paddles and rockers (picture 5).
5. Place Rocker Cover over cavity. Use clean 2" masking tape: secure to Sleeve (no scotch, duct or electrical tape).
6. Test unit (steps 1-7A and 7B, page 2). Unit should activate on weight of device only.
7. Slide Sleeve Cover back over Sleeve. Hand tighten 4 screws clockwise until flush with sockets.  
**Do not over tighten or Reset Indicator will not slide into Sleeve when operating.**
8. Slide the Soil Cap in place and screw in Firing Barrel.
9. Snap the Trigger Safety back on.
10. Test device again after assembly.

**Please call toll free 877-MOLECAT if you need assistance.**

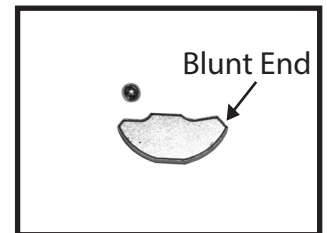
Step 1



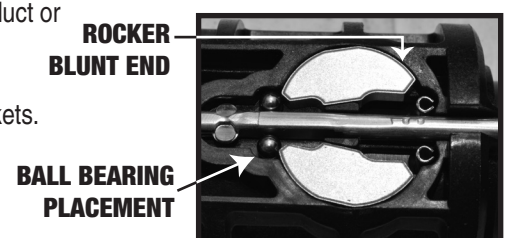
Step 2, picture 2



Step 3, Picture 3



Step 3, Picture 4



Step 3, Picture 5

# Important Tips

**One Cartridge + One Scent Free Bag = One Kill.**

1. Moles and gophers have an EXTREME sense of smell and hearing just like a dog. For best results rotate the Scent Free Bag (SFBag) inside out to ensure there is no scent that the pest can detect as danger such as flash powder from previous firings or hand oils.

**Recommended Procedure to turn SFBag inside out:**

a. Grab top opening of SFBag with both hands, thumbs inside.  
b. Stuff outside of SFBag "inside out" with remaining fingers.  
c. Push hand through using thumb and little finger to open up Bag corners. Once inside is out, place Trigger Triangle end of device into one corner of the SFBag. Grab the opposite corner and pull toward the unit to make a "tent" - careful to not touch the Trigger half end that inserts into exit hole. This "tent" enlarges the trigger area and will check the tension between Trigger and SFBag. Remember - the Trigger is sensitive - too much pressure on the Trigger Wire and the device will activate (or "snap") when Trigger Safety is taken off. Good practice is to pull back slightly on unit to relax the trigger tension from SFBag before anchoring.

2. **The first season using MOLECAT® requires persistence.** Keep setting MOLECAT® until the underground defense of decomposing pests has been built around your property, which will repel other incoming pests.

3. Use MOLECAT® early in the spring when the young emerge. As the season progresses and as the pests get older, they grow smarter and harder to exterminate. Strategy must be applied when hunting these animals.

4. Allowing airflow into the hole instinctively calls the **mole** to the opening to encounter MOLECAT® so open exit hole just enough for a small amount of airflow around the unit.

5. To ensure a good strike, use a probe (like a spoon handle) to indicate there is a straight 8" throat into the exit hole before anchoring.

6. Anchor MOLECAT® securely to the exit hole. The Trigger Wire is sensitive when Step 13 and 14 Safeties are off. Device will fire prematurely if it touches the sides of the hole with any movement. Secure from wobble.

7. If the pest buries the unit, this indicates that it has gotten a danger scent. Reread tip #1 above. Use a clothes pin or clamp to close open end of SFBag and help keep soil out.

8. Use different types of scents such as WD40 or fisherman worm scent to confuse a smart **mole**.

9. Worms, air and water are used to bait **moles**. **Mo**les smell water and air coming into open exit holes so a cup of water poured into the hole will instinctively call the pest back to investigate.

10. Place a night crawler in the open bag, shaking it into the corner and mash it for **mole** bait. Then rotate the SFBag inside out. Messy but it works!

11. **Gophers, squirrels and rats** eat vegetation and need to be baited. They generally leave the exit hole open. Bait a small amount of peanut butter, cheese whiz, or other food extract on the **outside** of SFBag on Trigger Triangle.

12. To remove fired Cartridge, remove the Firing Barrel from the unit and place the Cartridge Punch inside the barrel. Tap Cartridge Punch on a hard surface to dislodge empty shell.

13. Use of construction flags will easily mark the position of MOLECAT®.

14. For updated Tips go to [www.molecat.com](http://www.molecat.com) "How To" tab.

15. For best results, use 1 MOLECAT® per acre. Dependent on severity of infestation or desire to quickly clear area, two units will work twice as fast.

16. Disguise MOLECAT®! Fold a paper towel in half, lay on loose soil and wet with water. Place foot on towel forcing the soil to penetrate the fibers. Lay soiled towel flat over open hole. Insert towel with trigger into hole.

# Moving Unfired Unit to Another Hole

**Step 1** - Before removing Unit from hole: Using index finger and thumb, gently rotate Knob **clockwise** until it stops turning.

**Step 2** - Rotate Trigger Safety to block Trigger Lever forward into slot.

**Step 3** - Unit is now safe to move to another hole, follow steps 10-16 to reset.

# Disarm Unit

**Step 1** - Before removing Unit from hole: Using index finger and thumb, gently rotate Knob **clockwise** until it stops turning.

**Step 2** - Rotate Trigger Safety to unblock the Trigger Lever then pull back Trigger Lever out of Slot. Unit is now disarmed and safe to remove.

**Step 3** - Use hands to remove any unspent Cartridge.  
DO NOT use Cartridge Punch to remove unspent Cartridge.

# Storage—IMPORTANT! Release tension on spring when storing

1 - Disarm Unit. (above)

2 - Remove the Cartridge from the Firing Barrel.

3 - **IMPORTANT:** Remove the tension on the Spring by rotating Knob counterclockwise to the Safe Line. This step extends the life of the spring.

4 - Always store in a safe, dry place away from children and minors. Storing the Firing Barrel on a keychain, away from the unit, can ensure safety.

# Refill Kits / Accessories

Original MOLECAT® Refill Kits assures continued performance. Ask at your local hardware store or visit [www.molecat.com](http://www.molecat.com) for your refill needs.

#101 - 10 Refill Kit (10 Cartridges, 10 SFBag)

#102 - 30 Refill Kit (30 Cartridges, 30 SFBag, 1 Anchor)

#103 - Bunker Blaster / Magnum Firing Barrel

See website for Instructional videos. [www.molecat.com](http://www.molecat.com)

# Commonly Asked Questions

***My MOLECAT® went off, but I don't see the exterminated pest. What happened?***

Once the pest comes in contact with the Trigger, a powerful blast blows the pest back into the run. 95% of the time you will not see the pest near the surface point. Typically, the pest is 3 to 5 feet back in the tunnel.

***My Trigger is not as sensitive as it should be, what is wrong?***

Be sure to point the Trigger Triangle straight down when setting (steps 1-4). There are four screws on the black sleeve, these can be turned too tight.

***Why do you need the Scent Free Bag?***

Rotate the SFB inside out to eliminate your scent given off to the pest, this also protects the unit from soil and water penetration. The SFB also enlarges the triggering area so if the pest comes from the side, tension from the SFB will activate the trigger.

***What sequence do you release the safeties?***

The white Safety ring should be rotated first, allowing a pathway for the Trigger Lever to slide up. The knob is then rotated counter clockwise from the Safe line (first silver ring) to the Fire line (second silver ring).

***My MOLECAT® activated, but only left a dent in the cartridge. Why didn't the device fire?***

The Knob controls the power of the internal hammer. Please make sure to rotate the knob to the fire line (second silver ring). Now the hammer has maximum power to strike and fire the cartridge. Please refer to step #14.

***How can I increase the power of my MOLECAT®?***

The Bunker Blaster is available for customers who desire more power. This magnum barrel replaces the stock barrel on the device and adds two times the power.



# 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](mailto: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](mailto: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. Credit or refund check will be issued in 4-5 weeks. 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.**

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.