







# MOLECAT®

## Save Your Yard!

MOLECAT® Original Professional Grade Power Actuated Yard Tool

## Instruction Guide

Thank you for your purchase of MOLECAT® the technological advance in pest control.

	HABITS	FOOD	METHOD	
<b>Pocket Gopher</b>	Rodent is curious and very destructive. Underground burrow and runs leave unsightly mounds with hole left open or closed.	Voracious vegetarian eats bulbs, roots and above ground plants including vegetables.	Bait Scent Free Bag with peanut butter or cheese whiz. Anchor device into exit hole.	
<b>Rat</b>	Social, nocturnal, intelligent. Live in abandoned holes or in buildings.	Carnivorous rodent that will eat an array of foods.	Bait Scent Free Bag with peanut butter or cheese whiz. Anchor device into exit hole.	
<b>Squirrel</b>	Intelligent, social and creative with destructive nesting habits. Lives in trees, burrows and man made structures.	Vegetarian rodent eats nuts, seeds, berries, fruit and occasionally bird eggs.	Use enclosed bucket with 3" doorhole cut out. Anchor device and bait Scent Free Bag with peanut butter or cheese whiz	
<b>Mole</b>	Territorial. Lives in underground network of enclosed burrows raising ridges in the ground as they dig. Dirt mound closed.	A mole is a insectivore, not a rodent. It eats worms, insects and grubs causing damage to plant roots.	Open burrow or surface ridge and anchor device. Allow air flow into run. Pour water into hole to attract worms.	
<b>Shrew</b>	Related to moles but smaller. Territorial. Lives in underground burrows.	A shrew is a insectivore, not a rodent. It eats insects, worms and grubs causing damage to plant roots.	Anchor device into open burrow and allow air flow into run. Pour water into hole to attract worms.	
<b>Snake</b>	Nocturnal opportunists, most snakes habitat in abandoned burrows.	Reptile uses forked tongue to smell the air and locate food. Eats bugs, rodents, frogs and birds.	Anchor device in the always open exit hole. No bait needed for reptiles.	

You may think you know everything about guns however the MOLECAT® UNIT IS NOT A GUN.

**For successful results READ THE INSTRUCTIONS! SAFETY FIRST!**



Questions? Comments? Call **503-656-7768** 8AM - 5PM PST. M-F

View videos at **molecat.com**

Rev 5/22



# SAFETY 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.

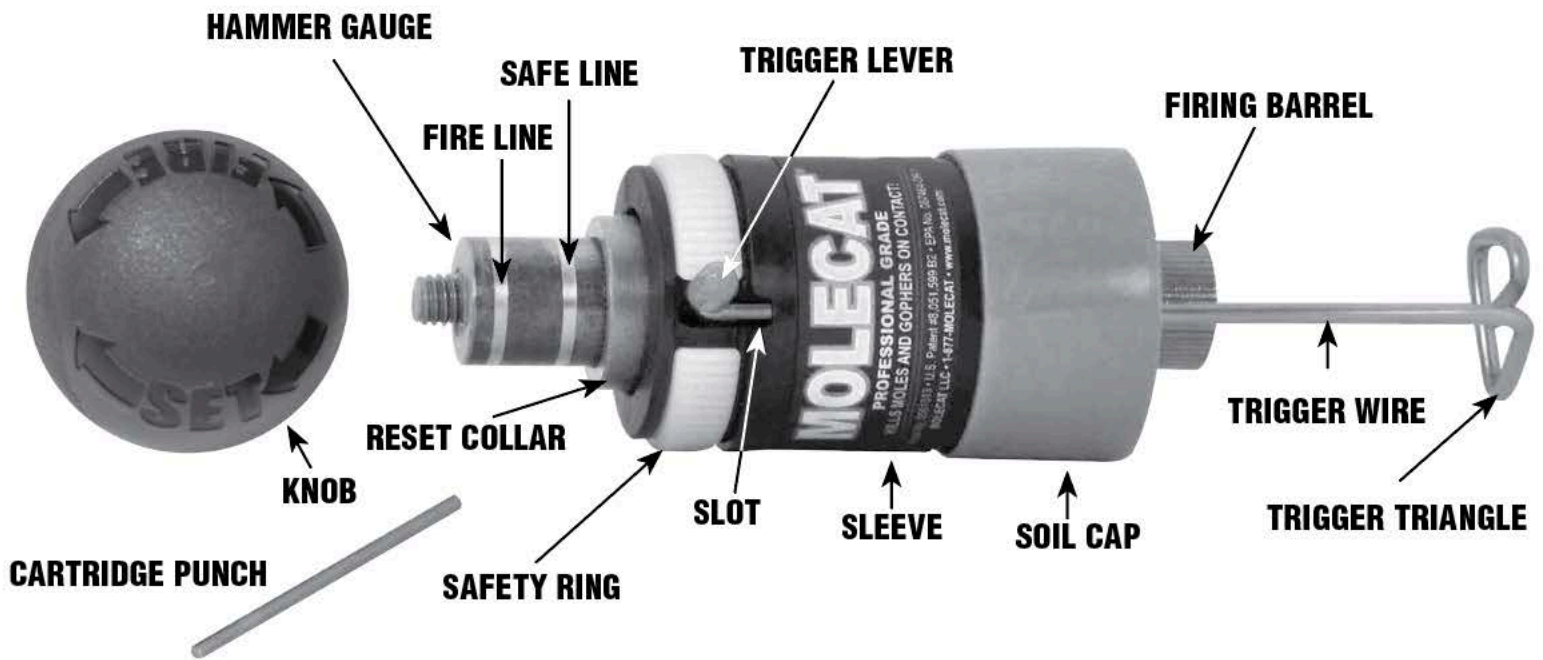
## Extermination Cartridge Explosive Warnings

- 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 cartridges dry.
- 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



## OPERATIONS TEST

Understanding the two Safeties

### 2 IMPORTANT RULES:

- **Always point Trigger end down when setting** (steps 2-6 below). This assists 2 internal ball bearings into place and ensures correct Trigger sensitivity.
- **Steps 2, 3 & 4 must be done in sequence.** This allows Trigger Lever to slide forward into slot. Do not hold the red Soil Cap or the Trigger Lever will not slide into slot.



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



**2** Do not use the Soil Cap or Trigger Lever for leverage.

Firmly hold Sleeve. Rotate Knob firmly **clockwise** until it **stops** turning, up to 20 turns.



**3** Holding Sleeve, push Knob down until the Reset Collar slides into Sleeve.



**4** **Point Trigger Wire down** to assist internal mechanism into place.

Push Trigger Lever forward into Slot.



# OPERATIONS TEST



## Trigger Safety On:

Rotate Safety Ring 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.**



## CAUTION!

**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.**



## BARREL DAMAGE



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.



## 7A TEST

## Trigger Safety Off:

Turn Safety Ring left or right to unblock Trigger Lever.



## 7B TEST

Reset Collar reappears & Hammer Gauge disappears to show activation.

Gently set Trigger Triangle on a stable surface. It will make an audible "SNAP" sound under its own weight.

**END OF TEST.**

# ARMING MOLECAT®

## Step 8 Both Safeties ON



**TRIGGER LEVER**  
blocked into Slot.

## Step 13 Trigger Safety Off



**TRIGGER LEVER**  
in unblocked Slot.

## Step 14 Hammer Safety OFF



**READY TO FIRE**  
Armed.

## Step 16 Discharged



**TRIGGER LEVER** out of Slot.  
**RESET COLLAR** reappears  
& Hammer Gauge disappears.



## SAFETY FIRST! Arm outdoors!



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



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



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



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.



# ARMING MOLECAT®



**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 Tips 1 & 6.

## AVOID PREMATURE FIRING

**Steps 13 & 14 must be done in order—Trigger 1<sup>st</sup>, Hammer 2<sup>nd</sup>**



### Trigger Safety Off

Gently turn Safety Ring 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!



### Hammer Safety Off

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

**NOTE:** Unit will still operate if Knob accidentally rotates off threads.



**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 Reset Collar appears between the Knob and Sleeve. The Hammer Gauge will look like Discharged Diagram on page 4.

After discharge, the SFBag will be blasted through/shredded, and Cartridge will be an emptied case. Use Punch to remove spent cartridge. The blast will terminate and naturally push pest into hole: leave it in the run to repel other vermin.

**See Page 8 to move, disarm and store MOLECAT® device.**



# HELPFUL 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 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 SFBag. Grab the opposite corner and pull toward sleeve to make a "tent." Be careful to not touch the Trigger end that inserts into exit hole. This "tent" enlarges the trigger area and checks 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 Safety Ring is released. **Good practice is to pull back slightly on Knob to relax the trigger tension from SFBag after anchoring.**

2. **The first season 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 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®. Open exit hole enough for airflow around the unit into the run.

5. To ensure a good strike, use a probe to indicate there is a straight 8" throat into the exit hole before anchoring.
6. Anchor MOLECAT® securely to the sleeve and exit hole. The Trigger Wire is sensitive when Steps 13-14 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 to keep scent in and soil out.
8. Try 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**. **Moies** smell water and air coming into open exit holes. A cup of water poured into the hole will instinctively call the pest back to investigate.
10. Place a night crawler in open SFBag, shaking it into the corner, 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 food extract on the **outside** of SFBag on Trigger Triangle.
12. Disguise MOLECAT®! Fold a paper towel in half, lay on loose soil then wet hole and towel with water. Place foot on towel forcing the soil to penetrate the fibers. Lay soiled towel flat over open hole. Insert towel before trigger into hole.
13. Use construction flags to mark position of MOLECAT®.
14. For best results, use 1 MOLECAT® per acre. Dependent on severity of infestation or desire to quickly clear area, two units work twice as fast.



# TECHINICAL HELP

<b>ORIGINAL MOLECAT Refills found at <a href="http://www.molecat.com">www.molecat.com</a> or local hardware stores</b>	#101 - 10 Refill Kit includes: 10 Cartridges & 10 Scent Free Bags #102 - 30 Refill Kit includes: 30 Cartridges, 30 Scent Free Bags & 1 Anchor #103 - Bunker Blaster/Magnum Firing Barrel, is interchangeable with stock Barrel. Doubles (2X) the firing power.
<b>Reset Collar won't slide into Sleeve</b>	Follow OPERATIONS TEST - 2 IMPORTANT RULES, Page 2 in boxed area Holding the Soil Cap will not allow Reset Collar to slide into Sleeve. Start over at step one. If problem persists, find solution below.
<b>Too much pressure to activate Trigger Wire</b>	Follow OPERATIONS TEST - 2 IMPORTANT RULES, Page 2 in boxed area. Point Trigger end to ground to ensure correct Trigger sensitivity.
<b>Unit dents Blank casing / won't fire</b>	Rotate Knob from Safe Line to Fire Line position. Refer to Diagram, page 2. Insert F.Barrel (step 9A + 9B) after setting unit with both Safeties "ON."
<b>Device locks up when setting</b>	1. Screws over-tightened into SleeveCover after maintenance. See pg 9 #8 Loosen 4 small screws 1 turn counterclockwise. Cylinder will now slide. 2. Reverse Rocker position. Blunt ends point to Roll Pin. See pg 9 dia 4+5. 3. Displaced Ball Bearings. Point Trigger down when setting. See pg 9 #5 Bearing can Jump position when setting without pointing Trigger down Bearing can Jump position if Trigger Wire is aggressively forced.
<b>Knob rotates to Fire Line but won't fire</b>	1. Rotate Knob to 2nd line, <u>clearly showing</u> Fire Line position. See Dia pg 2. 2. Safety Ring blocks Trigger Lever/Wire firing action. See top Dia page 4. 3. Set Spring (steps 2-4) <u>before</u> placing blank into Firing Barrel to remove pressure off Firing Pin & allow full insertion of Barrel. See pg 4 #9b. 4. Make sure Knob is unobstructed by debris, such as soil or rocks.
<b>Firing Barrel won't screw in all the way</b>	Rotate Knob clockwise <u>fully</u> collapsing Spring <u>then</u> insert Firing Barrel. Note setting instructions #2,3,4 and pictured instructions; pg 4 #9a + #9b.
<b>Spring feels rough when setting</b>	Rust inside device requires manufacturer repair. <u>Do not remove Roll Pins.</u> Rust is #1 enemy. Use clothes pin to close SFBag. Cover to keep water out.
<b>Spring seems weak</b>	To extend life of the Spring, it is important to relax it when not in use. Relax Spring by turning Knob counterclockwise. See Storage, page 8, #2
<b>Spent Blank is stuck in Firing Barrel</b>	Included 4" Punch removes Blank; place Punch inside spent shell + barrel. Tap Punch on a hard surface to dislodge empty shell. You can lubricate inside surface of Barrel to ease extraction at next use.
<b>Trigger Wire is bent and unit lost sensitivity</b>	Handle the sensitive Trigger Wire carefully. Handle by Sleeve & Knob only. Forceful handling the T.Wire will cause trigger sensitivity problems. Contact manufacturer if Wire needs straightening.
<b>Safety Ring is too tight.</b>	Snap off Safety Ring. Clean soil away from under Ring. Stretch Ring open to loosen fit. Snap back onto unit. It will slide easily now. See page 9.
<b>Roll Pins appear to be broken off</b>	Do not tamper with the Roll Pins. Once removed or damaged the unit won't function properly and manufacturer repair is needed.

**Call us at 503-656-7768 if you need assistance.**

Clean the MOLECAT regularly to avoid a factory cleaning or repair fee.



# Moving Unfired Unit to Another Location

**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 11-15 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 Release Tension on Spring

To AVOID a factory repair fee:

1. Disarm Unit. (above)
2. **IMPORTANT:** Remove the tension on the Spring by rotating Knob counterclockwise to the Safe Line. **This step extends the life of the spring.**
3. 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.

# Maintenance

Periodic cleaning and oiling is required to ensure Trigger sensitivity. Take precautions:

**DO NOT** allow dirt build-up on threads.

**DO NOT** force water inside.

**DO NOT** allow to stand in water or solvent.

**TOOLS YOU NEED:** Terrycloth mat for use under your work / damp washcloth / toothbrush / Q-tip / “0” Phillips screwdriver / 1" wide masking tape/ WD-40 or lightweight oil.

### CLEAN THREADS - Firing Barrel/ Hammer Gauge / Knob / (See Diagram #1)

1. Remove Firing Barrel from unit. Place a drop of oil on threads and wipe off. Set aside.
2. Set the unit (steps 1-6). Safety Ring blocks trigger lever forward. Rotate Knob counterclockwise off thread column.
3. Clean + lube column threads and gauge with oil. Use Q-tip to remove soil.
4. Wipe Knob surface clean. Clean + lube inner threads with oil.
5. Rotate Knob onto threads until it firmly stops turning. Rotate Safety Ring to unblock Trigger Wire.

**Diagram 1**





# Maintenance

## DISASSEMBLY – Avoid losing small parts (Diagrams 2 + 5) USE TERRYCLOTH MAT

1. Slide the Soil Cap down the Trigger Wire as Diagram #2.
2. Snap off the Safety Ring. It is sturdy and won't break.
3. Unscrew 4 small Phillips screws counter-clockwise to remove. Set on terrycloth.

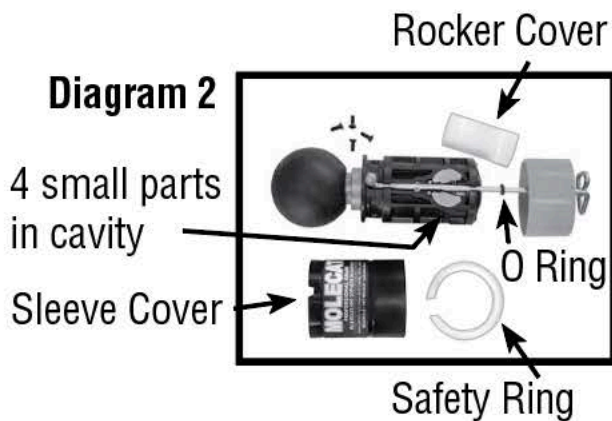
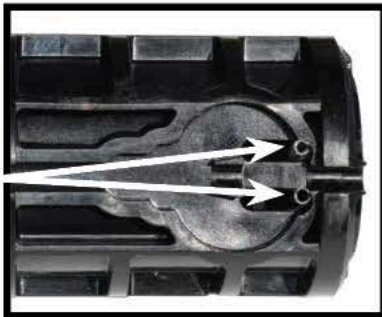


Diagram 3

DO NOT  
remove the  
2 roll pins



4. Slide Sleeve Cover **into** red soil cap.
5. **CAUTION: 4 small parts contained under Rocker Cover. Steady red Trigger Lever upright to avoid small part loss.** Remove masking tape + Rocker Cover and set aside. Set Trigger wire assembly aside. Tap out (2) Rockers and (2) 1/8" ball bearings.

**CLEAN EACH PART. Give careful ATTENTION to CAVITY AREAS shown in Diagram #3 and under Safety Ring areas.**

Diagram 4

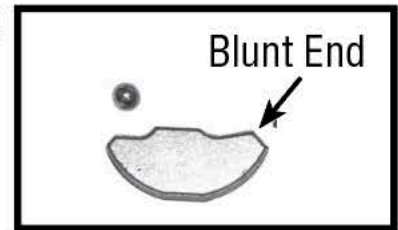
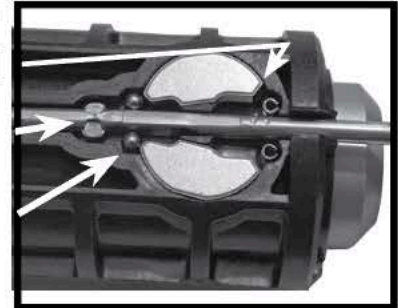


Diagram 5

Blunt End  
Paddles  
Ball Bearing placement



## RE-ASSEMBLY

1. Snap the Safety Ring back into place
2. Using a Q-tip, place a light coat of oil in cleaned cavity as shown (Diagram #3)
3. **IMPORTANT:** set 2 Rockers with blunt ends next to roll pins (Diagram 4 + 5)
4. Place Trigger Assembly with O-Ring outside of cavity, between Soil Cap & Sleeve (Diagram #2)
5. Insert 2 ball bearings in place between trigger wire paddles and rockers (Diagram #5)
6. Place Rocker Cover over cavity. Secure Rocker Cover in place with 1" wide x 3" long masking tape. DO NOT use duct or electrical tape.
7. Test unit (steps 1-7A and 7B, page 3). Unit should activate by weight of device.
8. Slide Sleeve Cover over sleeve. Hand tighten 4 screws clockwise until flush with sockets.  
**IMPORTANT: DO NOT OVER-TIGHTEN SCREWS** or mechanism will lock up at step 3, page 2.
9. Slide the Soil Cap in place and screw in Firing Barrel.
10. Test device again after assembly. If reset indicator slide jams (step 3 page 2) loosen screws or see Tech Help page.



# 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 503-656-7768 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 503-656-7768 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 2-4 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**



# Terms and Conditions

**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

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.