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## TERMS OF USE

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14. Risk of Loss. All items purchased from Company through either Site are made pursuant to a shipment contract. As a result, the risk of loss and title for such items pass to you upon our delivery to the carrier.

15. Governing Law and Venue. These Terms of Use shall be construed in accordance with and governed by the laws of the United States and the State of California, without reference to their rules regarding conflicts of law. You hereby irrevocably consent to the exclusive jurisdiction of the state or federal courts in Fresno County, California in all disputes arising out of or related to the use of either Site or Service.

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20. Statute of Limitations. You agree that regardless of any statute or law providing a longer period, any claim arising out of or related to use of the Service or Site or the Terms of Use must be filed within one (1) year after such claim arises or be forever banned.