

**TOLERANCE
STACK**



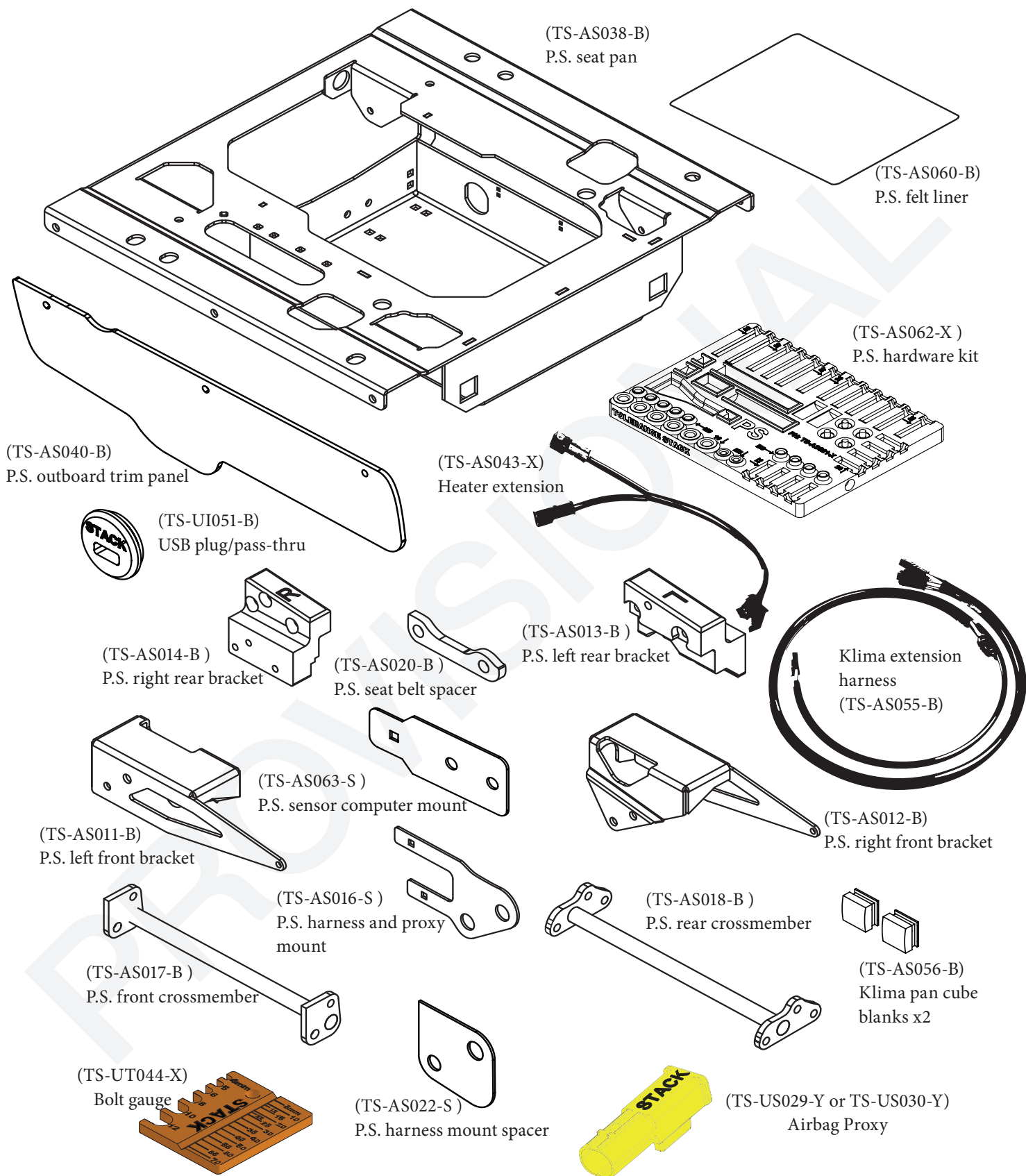
INSTALLATION INSTRUCTIONS

scheel-mann

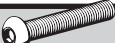






















THE KLIMA VARIO F/XXL PASSENGER SEAT KIT TSK-B013

2ND/3RD GENERATION TOYOTA TACOMA 2005-2023

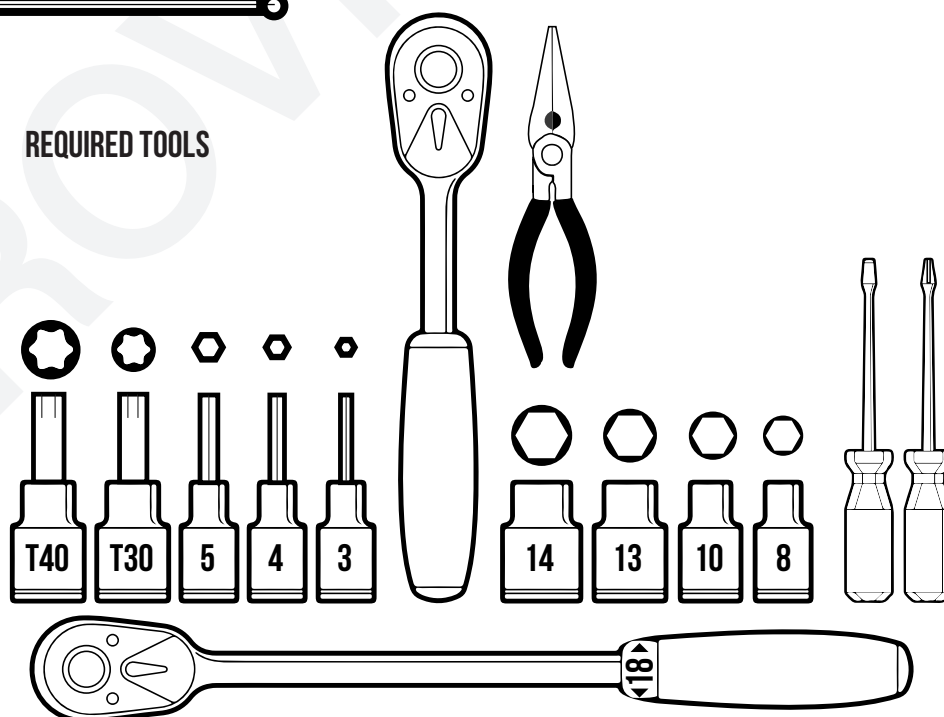
PASSENGER SEAT KIT COMPONENTS



PASSENGER HARDWARE SET P/N: TS-AS062-X

QTY	IMAGE	LOCATION	DESCRIPTION/SIZE
2		Rear crossmember	M8 x 1.25 x 50mm
3		Rear crossmember	M8 x 1.25 x 45mm
1		Rear crossmember	M8 x 1.25 x 40mm
5		Rear bracket & crossmember	M8 x 1.25 x 35mm
1		Rear crossmember	M8 x 1.25 x 30mm
4		Front crossmember	M8 x 1.25 x 22mm
4		Front bracket	M8 x 1.25 x 20mm
6		Seat to pan	Flange M8 x 1.25 x 16mm
2		Seat computer mount	Flange M5 x 12mm
14		Nut	M8
2		Rear crossmember	M8
2		Seat computer mount	M5 nylock
46		Washer	M8
6		Front bracket and seat sensors	M6 x 1.0 x 16mm
2		Front bracket	M6
4		Front bracket	M6
3		Side panel	M6 x 1.0 x 16mm (black)
3		Side panel	M6 (black)
2		Spring	1" L x 0.5" OD x 0.37" ID
1		Medium Lockite	0.02 fl oz. Blue
12		Zip Ties	6" x 1/8"
1		Shorty Allen Socket	M4
1		Ball-end Allen Socket	M4

REQUIRED TOOLS



PASSENGER SEAT REMOVAL

❑ Conduct passenger seat weight test first, with truck on: slide seat to the rear and tip the “seat back” forward, headrest down (remove any seat cover, net contents), place small amounts of weight (5lbs or less increments) onto the passenger seat and record when the seat light comes on. Light should come on at +/-15lbs.

Note this weight amount for end of install.

❑ Disconnect the battery ①. Battery **MUST ALWAYS** be disconnected anytime the SRS airbag system is being interacted with. Wait at least 90 seconds before proceeding. (See illustration #1)

❑ Remove the plastic seat foot covers ② and seat mounting bolts ③. (See illustration #2)

❑ Tip the seat back and unplug the wire harness connectors from the seat then slide seat to middle of rails.

❑ Remove seat from vehicle.

Note: Best to have two people do this to prevent the seat rails/feet from scratching the vehicle. It is also helpful to remove the headrest before removing the factory seat.

PASSENGER SEAT DISASSEMBLY

❑ Use the QR code to the right to view video ④.

❑ Remove plastic side trim panel by removing all screws and clips.

❑ Carefully remove harness connectors from their central mounts using a small screwdriver or pick tool to pry up the locking tabs.

❑ Remove the slide handle.

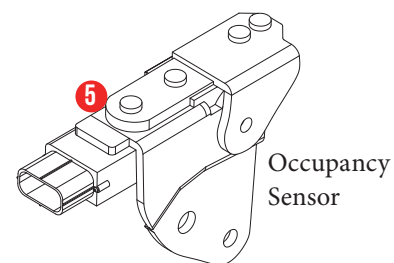
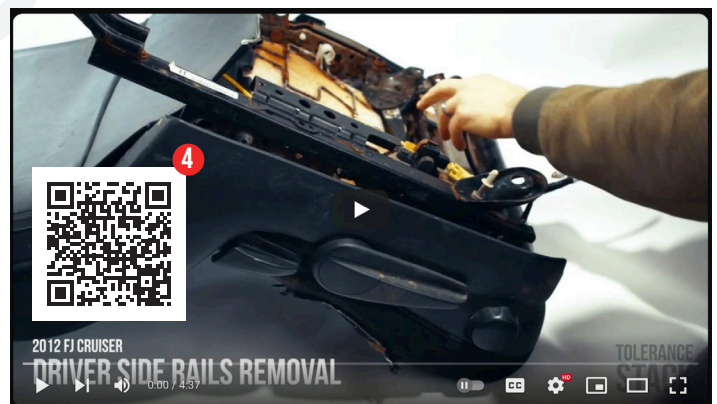
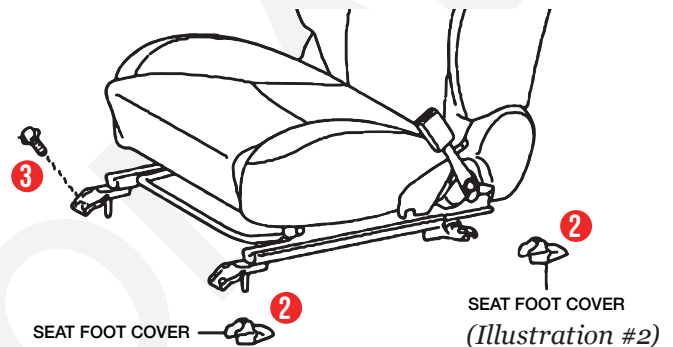
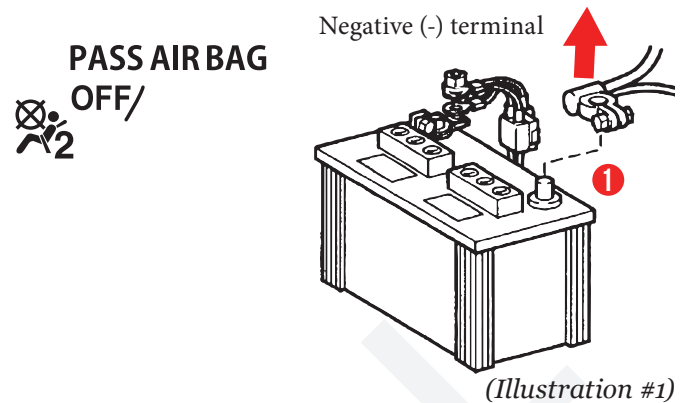
❑ Remove all the T40 torx bolts from the sliding rails and remove the sliding rails from the seat.

❑ Access the upper T30 Torx rail bolts by removing or cutting the upholstery from the lower edge of the seat.

❑ Unplug and remove the sensor wire harness along with the sensors and computer from the seat.

Note: Before unplugging the connectors at the occupancy sensors ⑤, label each connector and sensor with a piece of masking tape so the wires go back to the original sensors. Longer wires go to the rear sensors.

(See illustration #3)



Note: The parts that will be reused are the left and right side sliding rail assemblies, the sliding rail release handle, the seatbelt assembly, occupancy sensors, harness and computer.

Weigh your original seat once disassembly is complete, without rails etc., and note this weight amount
for end of install.

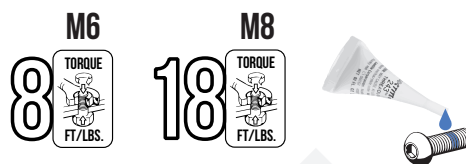
Do not throw any parts away until the install is complete.

☐ **Contact your local authorities about proper airbag disposal.**

<https://www.epa.gov/hw/frequent-questions-about-regulation-airbag-waste>



Note: All hardware should be installed with a drop of the supplied Loctite®. All M8 hardware should be torqued to 18 FT/LBS, and all M6 hardware should be torqued to 8 FT/LBS (96 IN/LBS).



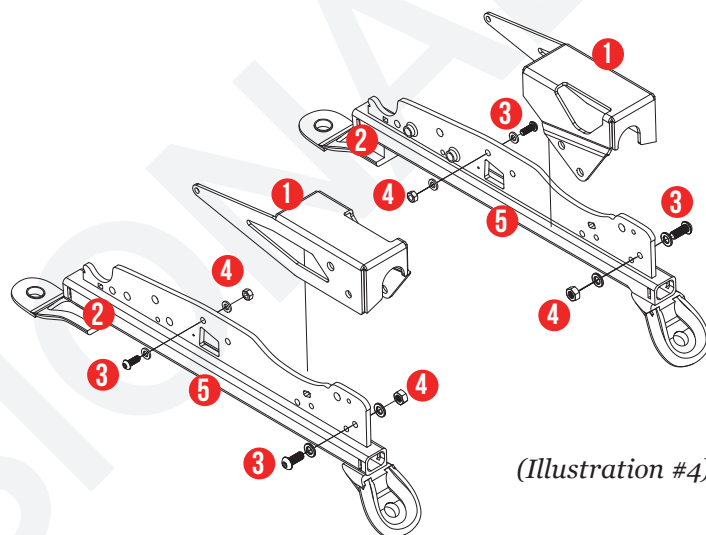
ASSEMBLING THE PASSENGER SEAT

☐ Install the front mounting brackets **1** to the rails **2** using (2) M8x20 bolts and (2) M6 x16 bolts **3**.

☐ Align the brackets to the rails and Install (1) M8 x 20 bolt into the lower of the two front mounting holes and (1) M6 x 16 bolt into the rear most hole on each of the brackets.

*Note: Each of the bolts will go through a washer, the seat bracket, the sliding rail, another washer, and the supplied nut **4**. The upper M8 hole at the front of the brackets will be left empty for easier hardware access on a later step. Make sure an M8 bolt will fit into the upper hole before tightening hardware.*

(See illustration #4)



(Illustration #4)

☐ Install the left rear mount **5** on the left hand/inboard rail **6** by first sliding an M8 x 40 bolt with a washer on it into the upper most of the lower three holes **7**.

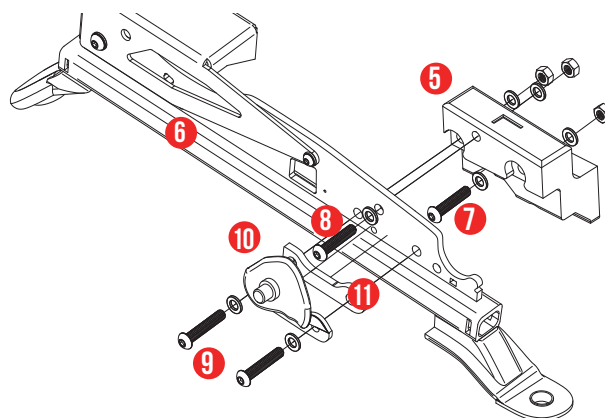
Note: This bolt will not be able to be installed once the bracket is bolted to the rails because access is limited.

☐ Then align the mount over the OEM captive nuts on the inside of the sliding rail **6**.

☐ Install an M8 x 35 bolt **8** with a washer through the upper hole on the sliding rail and through the rear bracket into another washer, and a supplied nut.

☐ The lower two holes will get M8 x 45 bolts **9** that will each go through a washer, the OEM seatbelt bracket **10**, the seatbelt spacer **11**, the OEM captive nuts on the sliding rail, the sensor bracket, another washer, and into the supplied nut.

(See illustration #5)



(Illustration #5)

❑ Torque the bolts to **18ft/lbs.** into the OEM captive nuts on the rail, and then torque the nuts onto the bolts, while holding the bolt with an Allen wrench.

(See illustration #5, previous page)

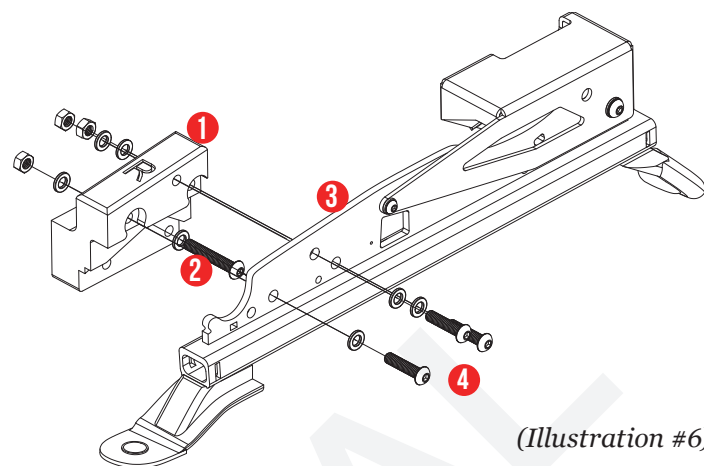
Install the right rear bracket **1** onto the right hand/outboard sliding rail by first sliding an M8 x 50 bolt **2** with a washer through the upper most of the lower three holes on the mounting bracket.

Note: This bolt will not be able to be installed once the bracket is bolted to the rails because access is limited.

❑ Then align the bracket on the inside of the sliding rail **3** over the OEM captive nuts. Install (3) M8 x 35 bolts **4**. Each bolt goes through a washer, the sliding rail (the lower two go through the OEM captive nuts), the rear bracket, another washer, and then into the supplied nut.

❑ Torque the bolts into the OEM captive nuts on the rail, and then torque the nuts onto the bolts, while holding the bolt with an Allen wrench.

(See illustration #6)

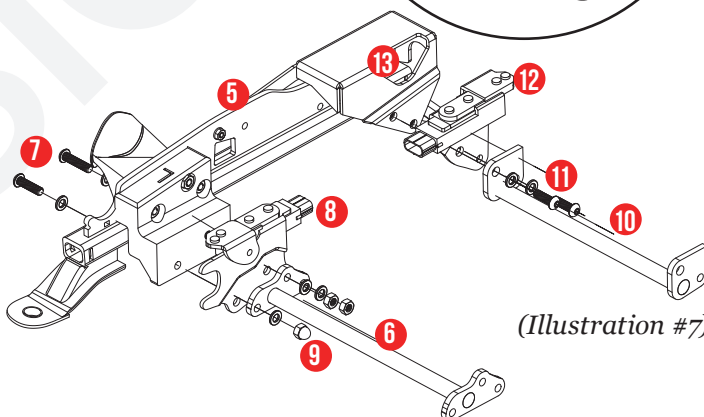


(Illustration #6)

CROSSMEMBERS

❑ Assemble crossmembers and rails on a flat surface to avoid any twist.

❑ Beginning with the left hand/inboard rail **5**, install the rear crossmember **6** using (1) M8 x 30 bolt **7** (rear) and (1) M8 x 35 bolt (front) and the M8 x 40 already inserted into the bracket. *Note: All the bolts will go through a washer, the rear bracket, the right hand occupancy sensor **8** (as this will get shifted left to right in the rear), the crossmember, a washer, and an included nut. An acorn nut **9** will be used at the rear most bolt. This is specifically to protect shoes against the bolt threads for anyone sitting in the back seat.*



(Illustration #7)

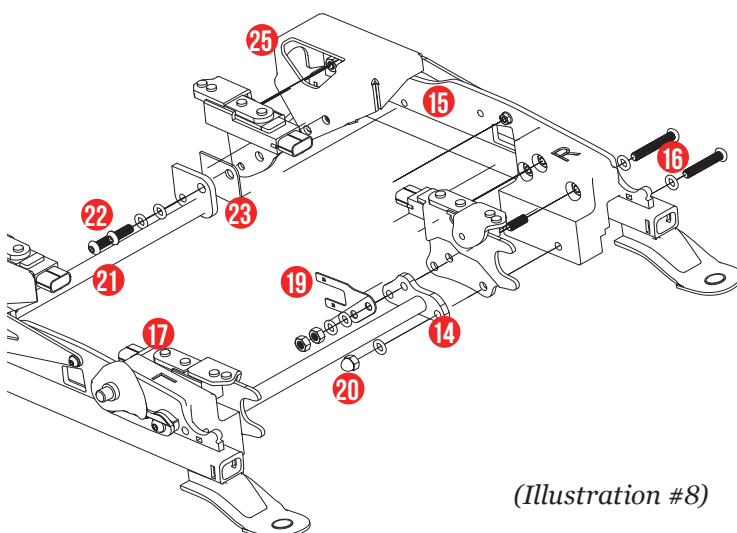
❑ Install the front crossmember **10** to the left front sensor bracket using (2) M8 x 22 bolts **11**.

*Note: The bolts will each go through a washer, the front crossmember, the front occupancy sensor **12**, and then into the weld nuts on the front bracket **13**.*

(See illustration #7)

❑ Install the rear crossmember assembly **14** onto the right hand outboard rail **15** using (1) M8 x 50 bolt (front) and (1) M8 x 45 (rear) **16** along with the M8 x 50 bolt you already inserted into the bracket earlier.

*Note: The front two bolts go through a washer, rear bracket, the left hand occupancy sensor **17** (that is now installed on the right hand side), the crossmember **14**, the harness finger*



(Illustration #8)

bracket **19**, a washer, and included nuts. The rear most bolt will be the same, except it will not go through the harness bracket and it will use an acorn nut. **20** This is specifically to protect shoes against the bolt threads for anyone sitting in the back seat.

- ❑ Install the front crossmember **21** onto the right hand/outboard side rail using (2) M8 x 22 bolts **22**.
Note: Each bolt will go through a washer, the crossmember, a blank spacer **23**, the occupancy sensor, and into the front bracket **25**.
(See illustration #8, previous page)

- ❑ Plug the sensor computer harness into the sensor computer **1** before mounting the computer to the back of the storage box **2** with the sensor computer mount **3** with (2) M6 x 10 bolts **4** and (2) M6 washers.
(See illustration #9)

- ❑ Plug the sensor harness connectors back into their corresponding sensors, use zip-ties to retain the harness to the underside of the KLIMA seat pan's storage box.
NOTE: you can now remove the temp tape markers.

SEAT PAN

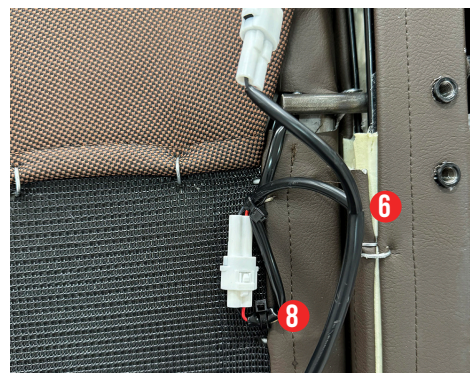
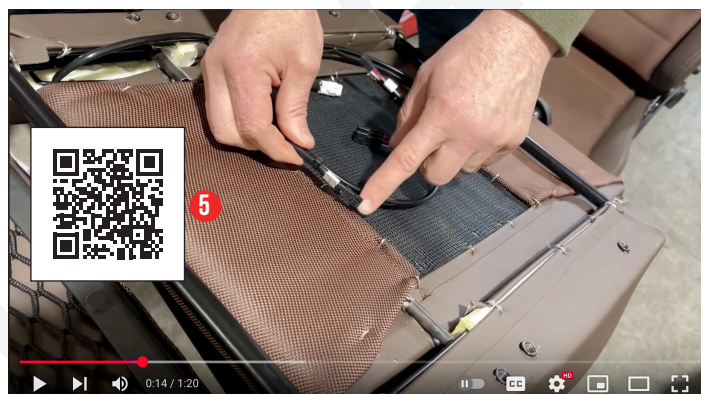
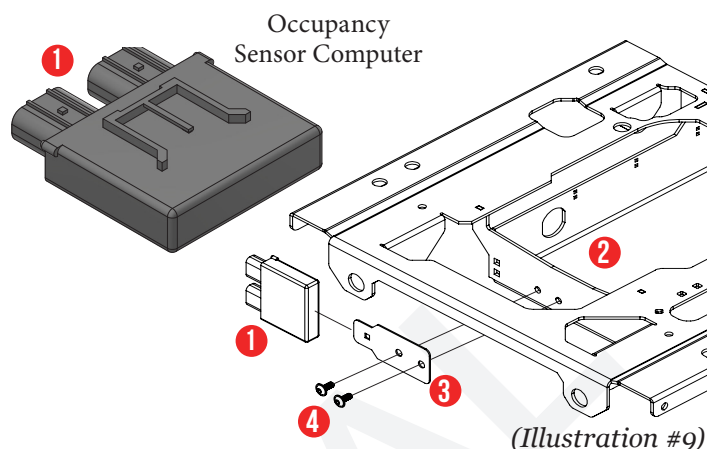
- ❑ Use the QR code to the right to view video **5**.

- ❑ Install the Klima extension harness by first removing the scheel-mann harness from the seat including the relay.
NOTE: a pick tool is helpful for unplugging connectors.

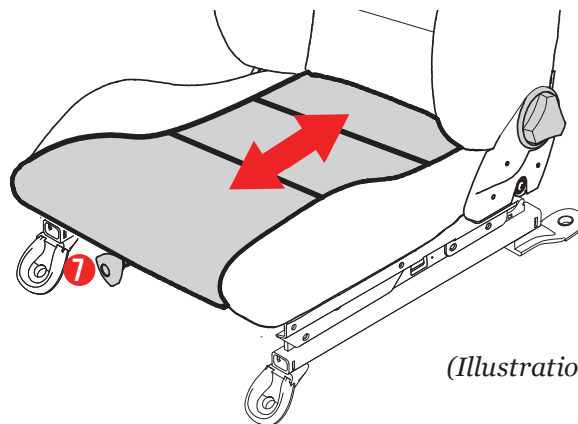
- ❑ Plug the supplied heater extension harness **6** into the two heater connectors on the bottom of the scheel-mann® seat.

- ❑ Using the knob at the front of the seat **7**, move the seat bottom forward and backwards to check for travel of the harnesses and secure the harness to the bottom of the seat with the supplied zip-ties so that there is no pulling or binding.
(See illustration #12)

- ❑ Zip-tie the connector from the seat bottom to the center portion of the bottom of the seat **8**.
(See illustration #11)



(Illustration #11)



(Illustration #12)

- Using (6) M8 x 16 flange bolts **4**, mount the KLIMA seat pan to the bottom of the scheel-mann seat.

Note: Be sure not to pinch the heater and KLIMA wiring as you install the KLIMA seat pan onto the seat.

(See illustration #14)

- The heater and KLIMA extension harness need to be secured to the KLIMA seat pan via a zip tie, while the seat bottom is in the rearmost position.

(See illustration #13)

NOTE: There are two methods to get the Tacoma's SRS computer to register the correct weight for the new bracket and seat setup to ensure proper airbag operation:

1. zero-point calibration via Tech Stream:

<https://www.tolerance-stack.com/technical>

-OR-

2. Continue reading for the mechanical solution:



*NOTE: If you use TechStream you do **NOT** need the springs or washers. But if you use washers and are outside the calibration window you will need TechStream BUT you don't need to remove the springs and washers.*

SEAT RAIL INSTALLATION

- Install the sliding rail assembly **6** onto the seat pan. As you install the rail assembly onto the seat pan, route seatbelt wire over the middle of the rail, then install the springs **7** and washer(s) **8** onto the pins on the bottom side of the pan. See chart on page 8 for which washer-stage to use.

NOTE: This is best done with the seat flat so that the springs and washers stay put.

(See illustration #15)

- Loosely** install all the M6 x 16 sensor bolts.

- Using the included M4 ball-end Allen socket, torque the front inboard/left sensor bolt to **8ft/lbs (96in/lbs.)** and install the M8 x 20 bolt into the empty hole **9** on the same left bracket.

(See illustration #15)

- Connect the floor harness connector **10** and airbag proxy **11** to the harness bracket **12**.

(See illustration #16)

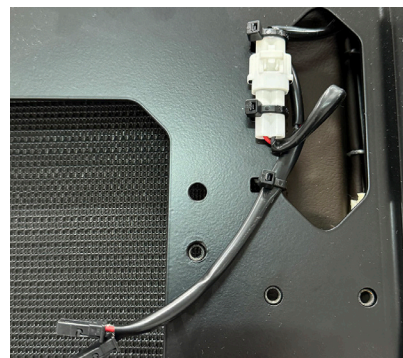
- Zip-tie the heater and KLIMA extension harness to the sensor harness near the floor connector.

Note: Access to the bolts at the front sensors is easiest through the bolt holes you left open earlier in the process.

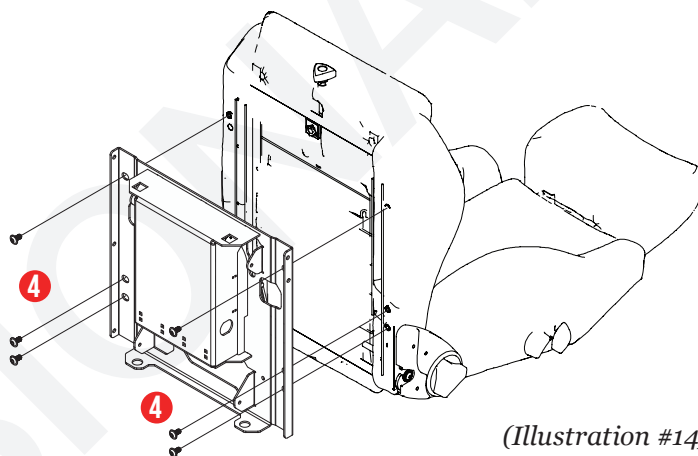
- Install the scheel-mann harness into truck.

Note: Leave enough harness to match factory harness length.

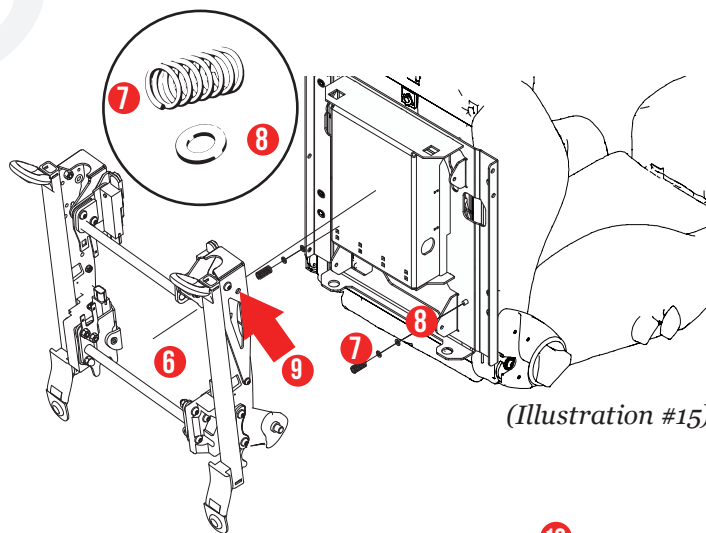
(See wiring diagram page #13)



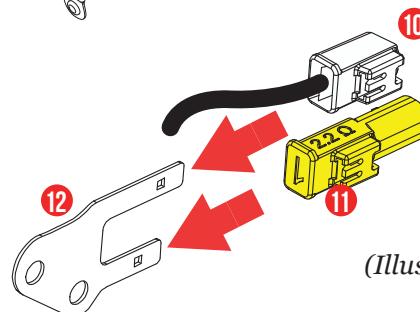
(Illustration #13)



(Illustration #14)



(Illustration #15)



(Illustration #16)

❑ Install the new seat into the truck by placing it in its location, connecting the wire harnesses from the floor to the seat (zip tie the scheel-mann harness to the floor harness once connected), and reinstall the four mounting bolts **1** into the floor.

❑ Torque the bolts **1** to **27 FT/LBS**. Replace the four plastic covers (which may need slight modification) for the rail's mounting feet.

NOTE: If headrest was installed, it can be removed for easier install into truck (see scheel-mann instructions).

(See illustration #17)

❑ Torque the remaining sensor bolts **8ft/lbs (96in/lbs)**. Once everything is tight, you can install the remaining M8 x 16 bolt in the open hole **11** at the front bracket.

(See illustration #15, previous page)

❑ Install the side trim panel **2** using (3) M6x16 black bolts **3** and washers, torque to **8ft/lbs (96in/lbs)**.

(See illustration #18)

❑ Reinstall the sliding rail handle **5**.

(See illustration #17)

PAN SWITCHES, USB PLUG, & STORAGE LINER

❑ Your Klima pan comes with two 3D printed switch blanks **6**. If you wish to utilize these switch spots you only need to remove the blank and supply your own "cube-style" switch of preference and subsequent wiring.

Minimum cut out required for switch: 20.5mm x 20.5mm

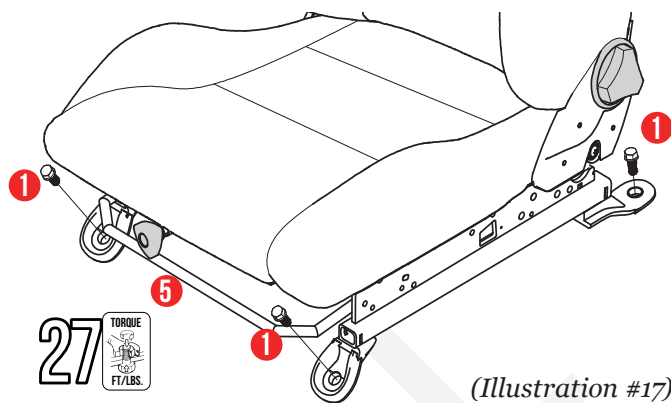
Switch face size: 22.2mm x 22.2mm

Minimum depth required (from face plate): 46mm

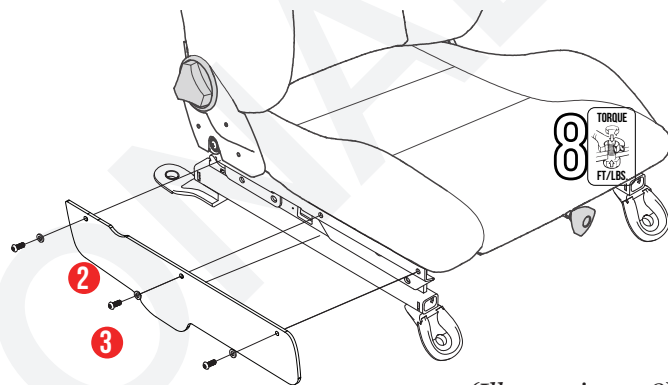
(See Illustration #19)

❑ Place the USB port/plug **7** into the open hole in the storage pan. If you want to simply run some USB wires thru you can just slide the flat end through. If you want to install a BlueSea port/plug then you would remove this plug.

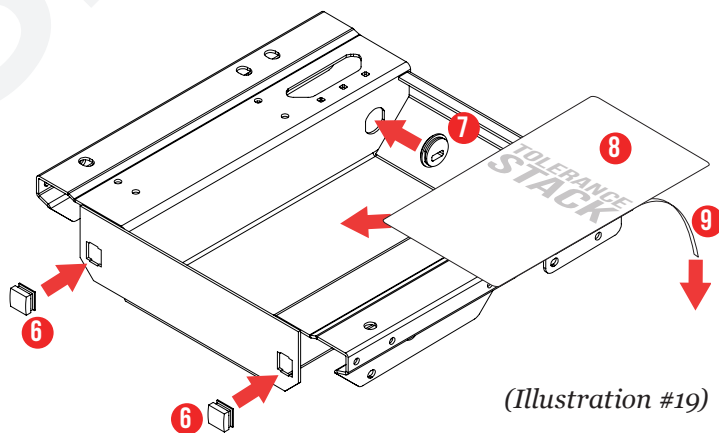
❑ Once all wiring is done and zip-tied, you can then apply the felt liner **8** by removing the strips of plastic **9** that cover the adhesive strips before aligning the liner into the storage bottom. The felt liner will help keep the storage tray quiet and prevent scratching the powder coat from the storage bottom.



(Illustration #17)



(Illustration #18)



(Illustration #19)

- ❑ Conduct a final weight test with the truck on: slide seat to the rear **1** and tip the “seat back” forward **2**, place small amounts of weight (5lbs or less increments) **3** onto the PS seat until the seat light **4** comes on.

NOTE: Light should come on between 8 and 22lbs.

If light comes on before 8lbs then add washer(s) **5** to both sides and if the light comes on after 22lbs then remove washer(s). Each washer “stage” is +/- 5lbs, according to the sensors. If the seat fails the weight test and you are out of washers to adjust, there is no need to remove the springs and washers before using TechStream.

(See illustration #20)

WEIGHT TEST

Preliminary seat weight test result from page 4:

LBS.	5	10	15	20	25
Washers	2	1	0	-1	-2

Seat weight (w/o rails and sensors) from page 5:

Seat LBS.	25	30	35	40	45
Washers	3	2	1	0	-1

Seat options:

Type	Vario F cloth	Vario F leather	Vario F XXL cloth	Vario F XXL leather
Washers	0	1	2	3

Side panel and storage box items weight:

Weight (lbs)	0	5	10	15
Washers	0	1	2	3

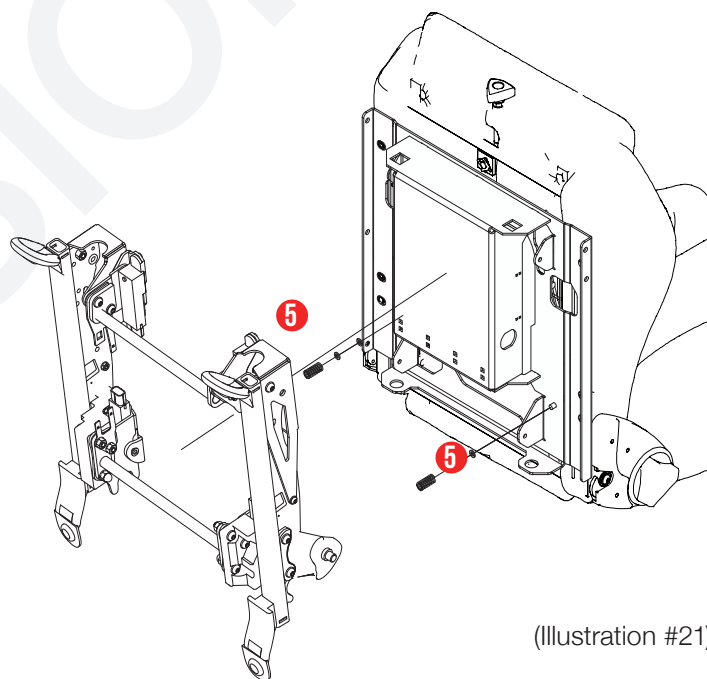
- ❑ Add total washer count **5** for spring installation. If more than 5 washers required, you will need to calibrate using Tech Stream and forgo the washers and springs altogether. Select the number of washers based on the seat model and expected permanently installed accessory weight.

NOTE: washer count is PER SIDE.




(See illustration #21)

Example: If your weight test is 10lbs. and your seat weight is 30lbs. and you ordered cloth Vario F seats, your washer count would be (3). So, your washers should be at stage three.

Zero-point calibration via Tech Stream **6**:
<https://www.tolerance-stack.com/technical>



MECHANICAL CALIBRATION TEST INFORMATION

Front Seat Passenger +/- 7lbs		PASS AIR BAG OFF/ 	 (dash)
Vacant < 15lbs	Off	Off	Off
15 lbs to 79 lbs (Child)	Off	On	Off
80 lbs + (Adult)	On	Off	Off
Passenger Occupant System Failure	Off	On	On

Passenger classification

AM50: Adult more than 54 kg (119.05 lb) is seated

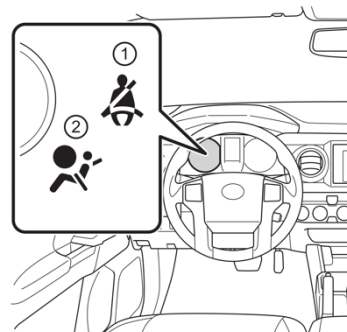
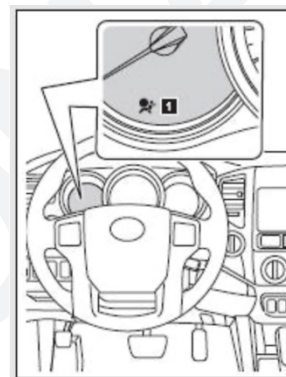
AF05: Adult (36 to 54 kg (79.37 to 119.05 lb)) is seated

CHILD: Child (less than 36 kg (79.37 lb)) is seated

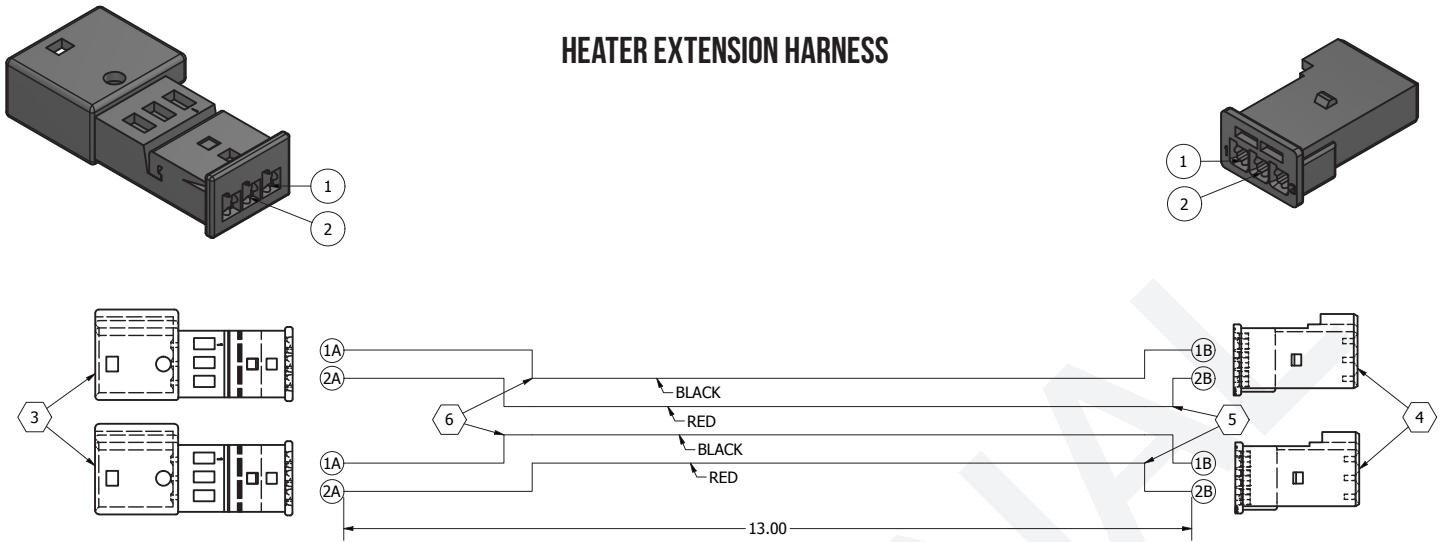
CRS: Child restraint system (less than 7 kg (15.43 lb))

and passenger side buckle switch is ON,
then 7 to 36 kg (15.43 to 79.37 lb) is set

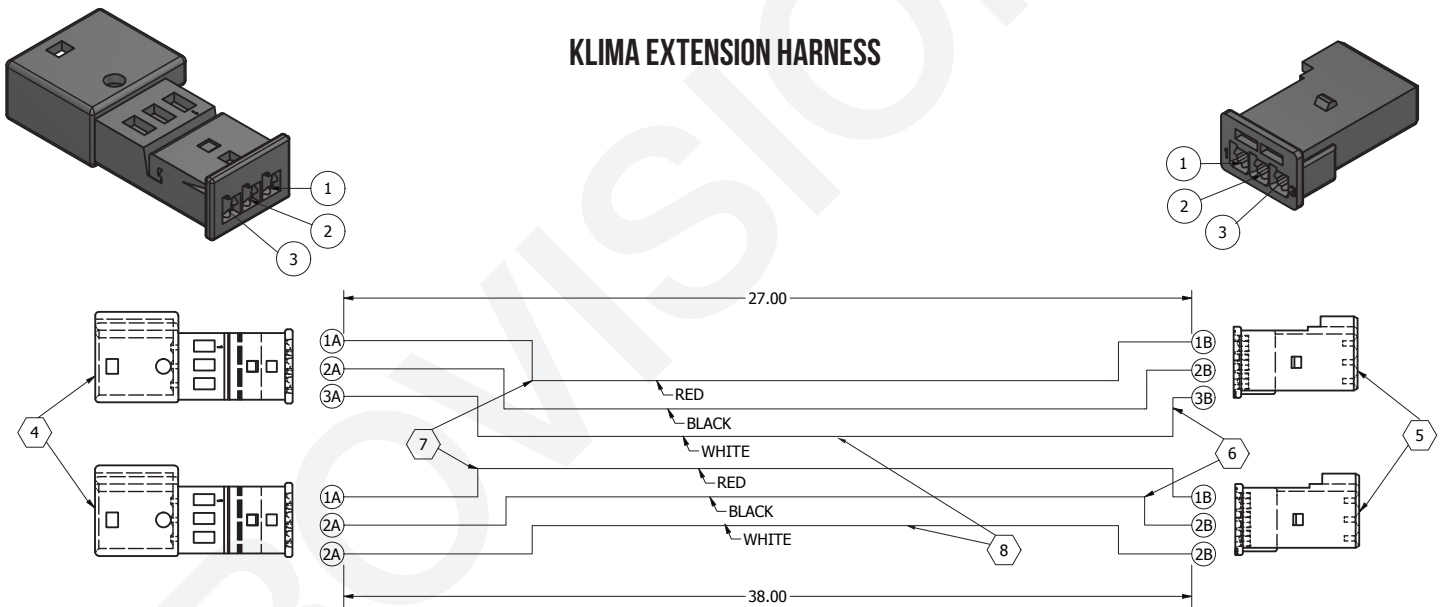
OFF: Vacant

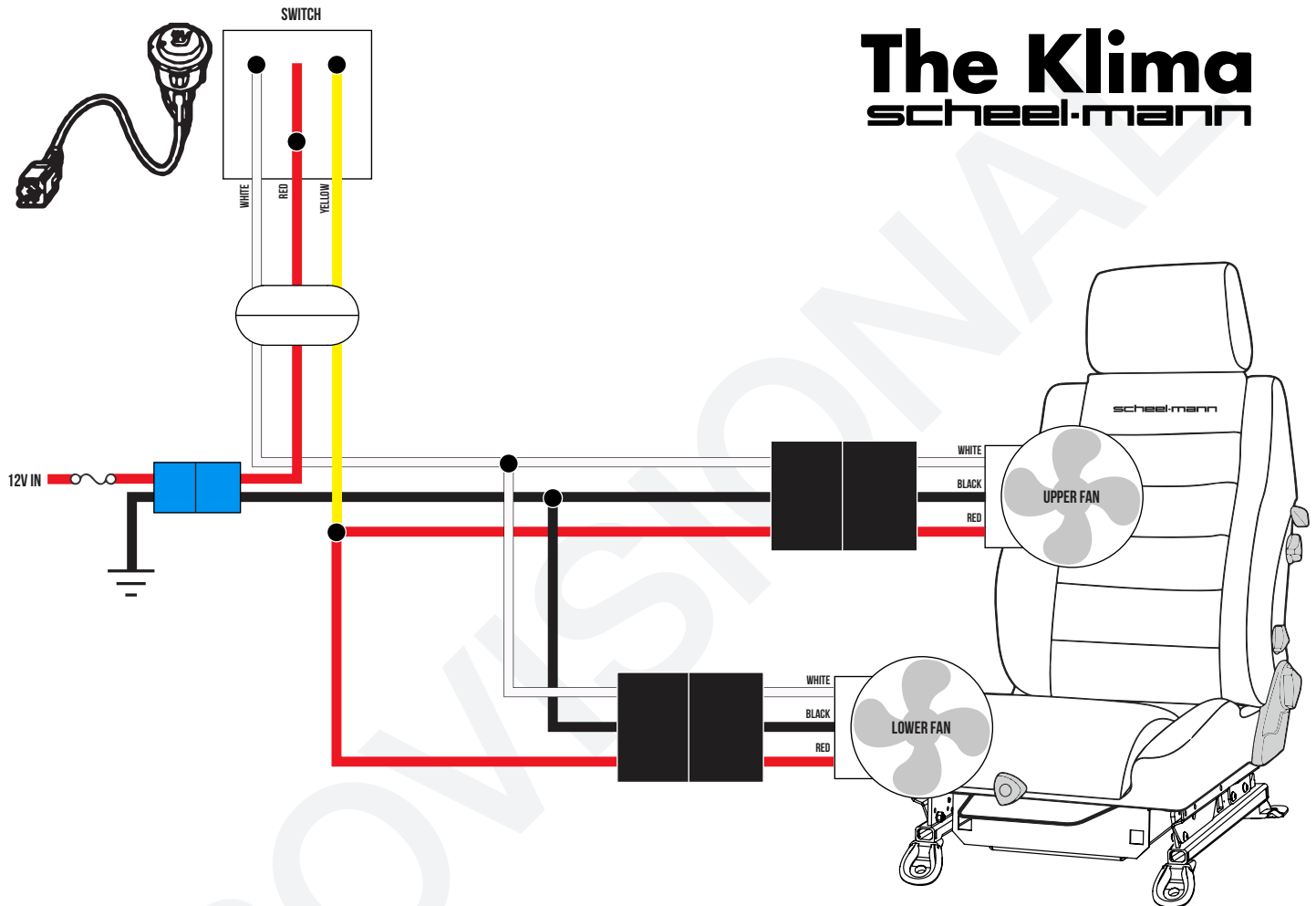


HEATER EXTENSION HARNESS

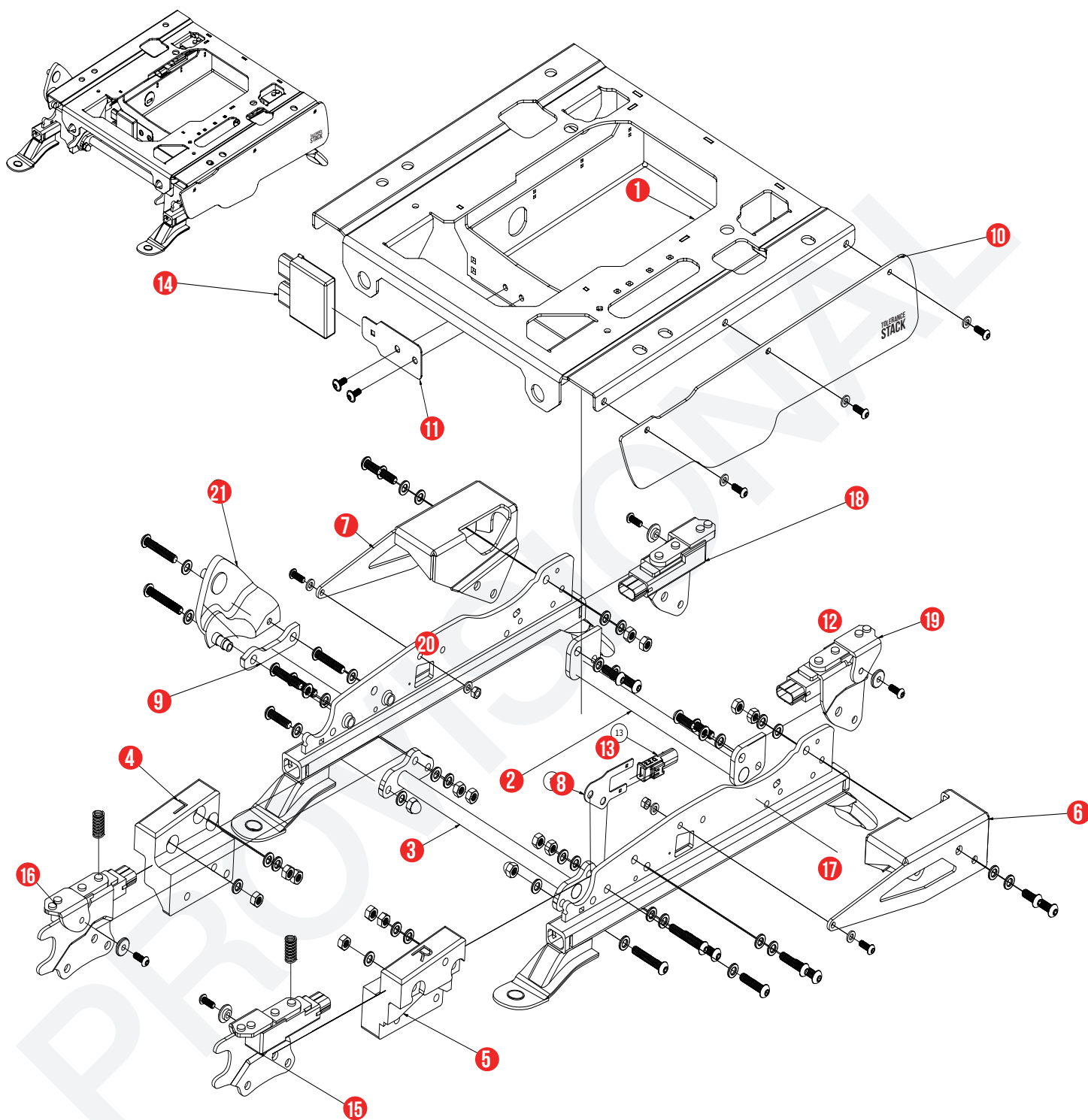


KLIMA EXTENSION HARNESS





The Klima
scheel-mann



ITEM	PART NUMBER	DESCRIPTION
1	TS-AS010-B	P.S. Klima seat pan
2	TS-AS017-B	P.S. front crossmember
3	TS-AS018-B	P.S. rear crossmember
4	TS-AS013-B	P.S. left rear bracket
5	TS-AS014-B	P.S. right rear bracket
6	TS-AS012-B	P.S. right front bracket
7	TS-AS011-B	P.S. left front bracket
8	TS-AS016-S	P.S. harness and proxy mount
9	TS-AS020-B	P.S. seat belt spacer
10	TS-AS019-B	P.S. outboard trim panel
11	TS-AS015-S	P.S. sensor computer mount
12	TS-AS022-S	P.S. harness mount spacer
13	TS-US029-Y or TS-US030-Y	Airbag Proxy
14	n/a	OEM sensor computer
15	n/a	Occupancy sensor
16	n/a	Occupancy sensor
17	n/a	Outboard seat rail (R)
18	n/a	Occupancy sensor
19	n/a	Occupancy sensor
20	n/a	Inboard seat rail (R)
21	n/a	OEM seatbelt bracket





Contact your local authorities about proper airbag disposal:

<https://www.epa.gov/hw/frequent-questions-about-regulation-airbag-waste>

By purchasing this product, the buyer acknowledges and agrees that the use of the product is at their own risk. Tolerance Stack shall not be held liable for any damages, whether direct or indirect, arising from the use of this product. This includes, but is not limited to, any injury, loss, or damage resulting from incorrect use or misuse of the product.

The purchaser is responsible for thoroughly reading and understanding all instructions, warnings, calibrations, and usage guidelines provided with the product. Installation should be performed by a qualified professional. The calibration of the SRS system must be ensured for proper operation. Tolerance Stack makes no warranties, either expressed or implied, regarding the merchantability or fitness of the product for any particular purpose.

By completing the purchase, the buyer acknowledges and agrees to these terms.

scheel-mann® and Loctite® are both
registered trademarks for their
corresponding company

HOLD HARMLESS AGREEMENT

This HOLD HARMLESS AGREEMENT (the “Agreement”) is made as of 09/13/2024 (the “Effective Date”) by and between Tolerance Stack (the “Indemnitee”), and the Purchaser/Installer (the “Indemnifier”). The Indemnitee and Indemnifier may be referred to individually as the “Party”, or collectively, the “Parties”.

RECITALS

WHEREAS, the Indemnifier desires to hold harmless and indemnify the Indemnitee from all liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses that may result from the indemnitee’s participation in the activity defined in section 1.07; and

WHEREAS, Indemnitee desires indemnity against all liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses that may result from the Indemnitee’s participation in the activity defined in section 1.07.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

SECTION 1: DEFINITIONS AND INTERPRETATIONS

- 1.01 Words in the singular shall include the plural and vice versa.
- 1.02 A reference to one gender shall include a reference to the other genders.
- 1.03 A reference to writing or written includes e-mail.
- 1.04 Any obligation in this Agreement on a Party not to do something includes an obligation not to agree or allow that thing to be done.
- 1.05 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1.06 References to sections or clauses are to the sections or clauses of this Agreement.
- 1.07 “Activity” shall mean: Seat Bracket Installation.
- 1.08 Indemnitee’s Participation: The Indemnitee’s involvement in the Activity, including but not limited to planning, supervision, and/or attendance.

SECTION 2: INDEMNIFICATION

2.01 **Indemnification:** To the fullest extent permitted by applicable law, the Indemnifier will hold harmless and indemnify the Indemnitee against any and all claims and actions arising out of Indemnitee’s participation in the Activity, including, without limitation, expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from the Indemnitee’s participation in the Activity, subject to the limits on indemnification described in section 2.02.

2.02 **Exceptions:** Indemnifier shall not hold harmless and indemnify Indemnitee under the following circumstances:

(1) against a claim caused by the negligence or fault of the Indemnitee, its agent or employee, or any third party under the control or supervision of the Indemnitee, other than the Indemnifier or its agents, employees or contractors.

(2) in a civil action, where the Indemnitee did not act in good faith and in a reasonable manner; and
(3) where the actions or conduct of the Indemnitee constituted willful misconduct or the Indemnitee was knowingly fraudulent or deliberately dishonest.

2.03 **Settlement and Consent:** The Indemnitee will not settle any claim or action without first obtaining the written consent of the Indemnifier. The Indemnifier will not be liable for any amounts paid in settlement of any claim or action where written consent was not obtained.

2.04 **Cooperation:** Both Parties agree to cooperate in good faith and provide any and all information necessary for the defense of any claim or action.

2.05 **Sole Negligence:** The Indemnifier shall not be liable for any loss or damage caused solely by the negligence or willful misconduct of the Indemnitee.

2.06 **Good Faith and Reasonable Manner:** The Indemnitee shall be deemed to have acted in good faith and a reasonable manner if it has complied with all applicable laws, regulations, and industry standards.

2.07 **Contributory Negligence:** If the Indemnitee's negligence or willful misconduct contributes to the loss or damage, the Indemnifier's liability shall be reduced in proportion to the Indemnitee's comparative negligence.

SECTION 3: MISCELLANEOUS

3.01 **Representation on Authority of Parties/Signatories:** Each Party signing this Agreement represents and warrants that they are duly authorized and have legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

3.02 **Amendment:** This Agreement may only be changed or supplemented by a written amendment, signed by authorized representatives of each Party.

3.03 **Waiver:** The waiver of any breach or violation of any term or condition hereof shall not affect the validity or enforceability of any other term or condition, nor shall it be deemed a waiver of any subsequent breach or violation of the same term or condition. No waiver of any right or remedy under this Agreement shall be effective unless made in writing and executed by the Party so to be charged. The rights and remedies of the Parties to this Agreement are cumulative and not alternative.

3.04 **Entire Agreement:** This Agreement constitutes the entire Agreement between the Parties, replacing all other written and/or previous agreements.

3.05 **Severability:** The Parties acknowledge that this Agreement is reasonable, valid and enforceable. However, if any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Parties' intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

3.06 **Governing Laws:** The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Oregon, without giving effect to any form of conflict of law provisions thereof. The Federal and State courts located in Oregon shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

3.07 **Effect of Title and Headings:** The title of the Agreement and the headings of its Sections are included for

convenience and shall not affect the meaning of the Agreement or the Section.

3.08 **Attorney's Fees:** If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provision of this Agreement or other dispute concerning this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees incurred in connection with such legal proceeding. The term "prevailing party" shall mean the party that is entitled to recover its costs in the proceeding under applicable law, or the party designated as such by the court.

3.09 **Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective successors and assigns.

3.10 **Interpretation:** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

3.11 **Counterparts:** This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

3.12 **Force Majeure:** Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is caused by a force majeure event, such as a natural disaster, war, or government action.

3.13 **Notice:** All notices under this Agreement shall be in writing and sent by certified mail, return receipt requested, to the address of the other party as set forth in this Agreement.

3.14 **Dispute Resolution:** Any dispute arising under this Agreement shall first be submitted to mediation in accordance with the rules of the American Arbitration Association. If the dispute is not resolved through mediation, it shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

3.15 **Jurisdiction and Venue:** Any legal proceedings arising under this Agreement shall be brought exclusively in a court of competent jurisdiction located in Jackson County, Oregon.

THE PARTIES HAVE READ, UNDERSTAND and ACCEPT THIS AGREEMENT, and by downloading/viewing this Agreement, all Parties agree to all of the aforementioned terms, conditions and policies.

