11. PATENTS AND INFRINGEMENTS
In the event any article sold and delivered hereunder shall be covered by any patent, copyright, or application, therefore, SELLER will indemnify and save harmless HOSPITAL from any and all losses, claims or encumbrances of any nature whatsoever.

12. LIENS AND ENCUMBRANCES
All Products purchased hereunder shall be free and clear of all liens, claims or encumbrances of any nature whatsoever.

13. INDEMNIFICATION
SELLER agrees to indemnify, defend, and hold harmless HOSPITAL, its officers, agents and employees, from any and all claims by any person whatsoever for injury to person or property caused by or in any way arising out of the Products furnished hereunder, and all such claims as may result from the sole negligent acts or omissions of HOSPITAL, its officers, agents, or employees.

14. CERTIFICATION OF INSURANCE
Upon request, SELLER shall certify to HOSPITAL the existence of insurance by a reputable company, which insurance shall be adequate and shall include, but not be limited to, pollution liability insurance, insurance covering personal injury or property damage, and such other insurance as may be required by law.

15. GOVERNING LAW, JURISDICTION AND VENUE
This Agreement shall be construed and interpreted under the laws of the State of California, and its performance, consummation and enforcement shall be subject to all applicable California laws.

16. PRODUCT INVESTIGATIONS
Vendor agrees to cover all costs of all party investigations related to the Products pertaining to compliance with the Safe Medical Devices Act of 1990.