

Purchase Order instructions, Terms, Conditions.

1. **Acceptance-** This order is subject to immediate acceptance by the seller or contractor (hereinafter "SELLER"), or Azuradisc inc, (hereinafter "AZURADISC") reserves the right to cancel the order. Once accepted, the order shall constitute the entire contract between AZURADISC and SELLER and shall not be altered, amended, supplemented, or cancelled except in writing by an authorized representative of AZURADISC.
2. **Price-** If no firm price is specified herein, charges shall not exceed SELLER's standard price for merchandise of like quality and quantity. If no price is specified but a price agreement or contract number is indicated on the order then pricing shall be applied by the SELLER in accordance with that document.
3. **Samples-** May be requested for inspection and approval prior to manufacture or delivery.
4. **Delivery-** Unless otherwise specified on the order, delivery shall be FOB AZURADISC, freight prepaid and allowed, to address indicated, and SELLER shall bear all costs for cartage, boxing or containers as required. Where freight charges are to be the responsibility of AZURADISC, the SELLER shall retain title and bear the risk of loss or damage to the items purchased until they are delivered in conformity with this order at the specified F.O.B. point. Passing of title upon such delivery shall not constitute acceptance by AZURADISC. AZURADISC also reserves the right to cancel this order, in whole or in part, if any shipment of goods covered hereby are not received by the time specified.
5. **Changes, Additions, Cancellation-** From time to time, AZURADISC may make changes, issue additional instructions, require additional work, or direct the omission of work previously ordered. Such changes shall be issued in writing to the SELLER by an authorized representative of AZURADISC, and all conditions and provisions of the purchase order shall apply to all such modifications. No Extra work, additions or alterations will be paid for by AZURADISC unless approved by and performed pursuant to written order of AZURADISC. AZURADISC may cancel this order at any time by providing written notice to the SELLER. Except for cancellations resulting from default by the SELLER, AZURADISC may negotiate an equitable payment to the SELLER for any materials or work completed or in process at the time of the cancellation.
6. **Inspections, Approval, Warranty-** All articles sold and materials and work supplied hereunder shall conform to the specifications, drawings samples or other description furnished by AZURADISC, and will be of good quality free from any defects and fit and sufficient for the purposes intended. All goods delivered or work provided shall be delivered free from any security interest, lien encumbrance, or other claim of any third person. These warranties provided shall be received subject to inspection and approval by AZURADISC. All goods delivered or work provided shall be received subject to inspection and approval by AZURADISC. AZURADISC 's inspection, failure to inspect or reject, nor payment therefore, shall relieve the SELLER of any obligations hereunder and such inspection shall not exclude any warranties in respect to such goods delivered or work provided.
7. **Patents-** The SELLER warrants that the material delivered, either alone or in combinations with other materials, will not in infringe on any patents in the United States or any foreign country.
8. **Indemnification-** The SELLER agrees to indemnify AZURADISC and hold it harmless from and against all liability, loss and expense (including reasonable legal fees)resulting from patent infringements, damages, or injuries incurred by AZURADISC by reason of any defect in material, workmanship, and /or design of any goods furnished or work provided hereunder.
9. **Bankruptcy-** In the event of any proceedings in bankruptcy o insolvency by or against the SELLER, or in the event of the appointment (with or without the SELLER's consent) of an assignee for the benefit of creditors, or of a receiver. AZURADISC may cancel this order by default.
10. **Arizona Law-** Performance of this order and all other matters pertaining thereto shall be governed by the laws of the state of Arizona.
11. **Invoicing-** Individual invoices must be issued for each purchase order. Invoices shall be submitted in triplicate (one marked ORIGINAL) unless otherwise specified, invoices shall be mailed the day shipments are made. Discount terms must be stated on the invoice and will be calculated from the date material of the invoice is received, whichever is later. The vendors Federal Tax Indemnification number shall be shown on all invoices.
12. **Order Number-** AZURADISC's PURCHASE ORDER NUMBER MUST SHOW ON ALL INVOICES , PACKING LISTS, AND BILLS OF LADING>
13. **Serial Numbers-** Manufacturers serial numbers must be shown on the invoice for each items ordered that have a serial number.
14. **Taxes-** AZURADISC is a reseller of goods and services, and is tax exempt for this purchase unless other specifications indicate that this purchase is for consumption.

AZURADISC, inc.

Purchasing Dept.