

AZURADISC TERMS AND CONDITIONS OF SALE

Azuradisc, Inc. (AZURADISC, "we", "us") and Customer ("Customer", "you"), in consideration of the mutual covenants, agreements and provisions set forth herein and hereon, hereby agree that the purchase of AZURADISC products ("Products") shall be subject to and in accordance with the following terms and conditions:

1. ORDERS FOR PRODUCTS All Customer orders for Products shall be subject to these terms and conditions and, if applicable, an authorized quotation issued by AZURADISC. The parties hereby agree that these terms and conditions shall govern and control the relationship between AZURADISC and the Customer and that the terms and conditions contained herein shall supersede the terms and conditions contained in a Customer-issued order. AZURADISC reserves the right to refuse orders in its sole discretion, or to accept such orders on a separate contract form. Software programs, including those that are pre-loaded onto AZURADISC Systems are licensed under AZURADISC standard Software License.

2. PAYMENT DUE Payment must be paid in advance or at the time of AZURADISC release of the Products to shipper or carrier. Customer will be responsible for all necessary transportation costs, insurance charges, customs duties and documents, importation taxes and fees, sales taxes, tariffs and loss or damage settlements. Custom configurations may require a deposit or payment in full when order is placed. Any other Customer payment & credit terms are subject to AZURADISC credit policies and application and approval process and must be agreed upon by AZURADISC in writing. Customer agrees to pay as specified by AZURADISC on the invoice.

3. TERMS AND DELIVERY Unless instructed otherwise by Customer, AZURADISC will select the carrier and purchase shipping insurance on Customer's behalf. AZURADISC will add all shipping, handling and insurance charges to Customer's invoice. Delivery of the Products shall be CIP (Carriage and Insurance Paid) or FCA (Free Carrier) (Incoterms 2000) at AZURADISC facility. AZURADISC may make partial and advance deliveries. If you cause a delay in delivery you will be invoiced for additional costs incurred, including costs of storage and insurance.

4. TELEPHONE ASSISTANCE If there is a problem with a Product you purchased from AZURADISC, you should refer to the user's reference manual for assistance. Except as is otherwise stated herein, if you are unable to resolve a problem with a Product, you may contact AZURADISC, at no additional charge for telephone assistance at +1-480-827-8786 between the hours of 8 am to 5 pm MST, Monday through Friday.

5. WARRANTIES Unless otherwise specified, Products purchased directly from AZURADISC are covered by AZURADISC One Year / 100,000 Disc Limited Warranty. Your SOLE AND EXCLUSIVE REMEDY for a defective Product is REPAIR, REPLACEMENT, OR REFUND at AZURADISC option under the terms of the warranty, and such repair, replacement, or refund shall satisfy AZURADISC entire obligation to you for a defective Product and liability for all damage, injury or death caused thereby, whether in contract, tort, negligence, strict liability or otherwise. By placing an order to AZURADISC, Customer declares to have read and understood the published AZURADISC Warranty Statement, its details and limitations.

RED TAG PRODUCTS: All Red Tag items are sold "as is," with no warranty. AZURADISC reserves the right to repair a defective Product, replace it or issue a credit that may be applied to future purchases. Absolutely no refunds are available for Red Tag products.

6. RETURN POLICIES:

Product Return Policy If you are dissatisfied with your purchase of one or more of our products, you may return only NEW-NON USED products to AZURADISC within 30 days. All products must be returned in the original condition with all contents manuals & or accessories. AZURADISC will provide you with a full refund, minus the shipping costs and a restocking fee of up to 20% of the price of the item(s) that are properly returned (depending on the condition of the package & or items). In order to receive a refund, your items must be returned to AZURADISC undamaged, freight prepaid, insured, and postmarked within 30 days of receipt. NO REFUND OR CREDIT IS AVAILABLE AFTER THE 30-DAYS.

If you have an item you that you have used but believe it to be defective, please refer to our product warranty policy for legal details and contact us to have your product inspected, repaired or replaced according to Azuradisc warranty procedures. The 30-day Product Refund Policy applies only to Products purchased directly from AZURADISC by Continental United States Customers. For other Customers and for Customers outside of the U.S.A., please contact your local distributor for availability and details on the local programs they may offer.

30-Day / 720-Disc Machine Refund Policy If you are dissatisfied with your purchase of one of our disc repair or disc testing machines, you may return it to AZURADISC within 30 days or before processing 720 discs, whichever comes first. AZURADISC will provide you with a full refund, minus the shipping costs and a restocking fee of up to 20% of the price of your machine (depending on the condition of the machine). In order to receive a refund, your machine must be returned to AZURADISC undamaged, freight prepaid, insured, and postmarked within 30 days of receipt. **NO REFUND OR CREDIT IS AVAILABLE AFTER THE 30-DAY / 720-DISC PERIOD.**

The 30-day/720-disc Machine Refund Policy applies only to Products purchased directly from AZURADISC by Continental United States Customers. For other Customers and for Customers outside of the U.S.A., please contact your local distributor for availability and details on the local programs they may offer.

7. TITLE TO PRODUCTS Title is transferred to you when the Products are released to any shipper or carrier. However, we reserve a purchase money security interest in the Products until paid in full. You agree to allow us to sign an appropriate document on your behalf to permit us to protect our purchase money security interest.

8. LIMITATION OF LIABILITY Under no circumstances is AZURADISC liable for the following: (1) third-party claims against you for damages; (2) loss of, or damage to, your records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages even if we are informed of their possibility. Some USA jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

9. CREDITS - Any credits given, issued must be used or applied within 12 month period of the date of the original credit, all credits, or remaining monetary values will expire after 12 months and AZURADISC will not be liable to pay out any such credit after expiration date in the form of cash, or new credit, product or services all credits and value of said credits expire after 12 months of origination date unless directly agreed to in writing at the time of said credit by AZURADISC inc.

10. GENERAL - Neither AZURADISC nor Customer will bring legal action more than one year after the cause of the action arose. - The laws of the State of Arizona shall govern this Agreement without resort to Arizona's conflicts of law rules.