

Standard Terms and Conditions

The following terms and conditions of sale constitute a part of all purchase orders for the sale of products or goods or services from BBCW Inc. dba bluemia™ (“bluemia”), and Arizona corporation, to Buyer, and are the only terms and conditions which apply to such sales, except those terms which relate to prices, quantities, delivery schedules, and the description and specifications of the goods or services set forth in the accompanying sales order or purchase order. bluemia hereby objects to and rejects any other terms or conditions. Buyer's acceptance of bluemia's products or goods constitutes it's acceptance of the following terms and conditions.

Billing and Payment

Payments will be due upon the later of the date of delivery of the goods and services ordered, or the date and terms specified in bluemia's invoice. bluemia reserves the right to assess service charges of one and one-half percent (1.5%) per month on overdue accounts. Price quotes may be exclusive of taxes, and Buyer agrees to pay applicable taxes, if any. In the event that any third parties are employed to collect any balances due the undersigned agrees to pay reasonable collection costs including attorney fees, and all costs of litigation incurred.

Design Approval; Changes

By executing this Standard Terms and Conditions, Buyer approves the design of goods or services. Any changes to the goods or services may require an increase in the price charged to Buyer and may require Buyer to execute a supplemental purchase order or sales order. Because of potential differences in equipment substrates, inks and other conditions between color proofing and production operations, a reasonable variation in color proofs and the completed goods or services will constitute a sufficient tender of delivery, entitling bluemia to full payment.

Acceptance of Products or Services; Delivery

Subject to any defective goods or services as described below, acceptance by Buyer of the goods or services will be Buyers determination that the goods or services are satisfactory to Buyer in all respects. All prices are F.O.B. bluemia's warehouse. To the extent Buyer wishes for goods to be shipped to Buyer, bluemia will arrange for transportation of goods ordered by an appropriate means of transportation. From and after the time goods are delivered to carrier for transportation, Buyer will be responsible for risk of loss, theft, damage, or destruction of goods. Buyer will pay all transportation charges incurred after the goods are delivered to the carrier. Where Buyer furnishes special transportation instructions, any additional or special expenses will be exclusively borne by Buyer, including special handling, packaging, and additional freight charges.

Warranty/Defective Work/Repairs; Limitations of Remedies

Except as expressly provided for herein, Buyer accepts the goods or services in an AS-IS/WHERE IS condition. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. bluemia will repair or replace the goods or services, provided that such product or service is deemed defective by bluemia. Performance of such repair or replacement will be bluemia's sole and exclusive obligation with respect to any defects in the goods or services, and Buyer's rights to enforce such performance by bluemia will be buyer's sole and exclusive remedy with respect to any defects in the goods or services in limitation of any contract, warranty or other rights, whether express or implied, that Buyer might otherwise have under applicable law. bluemia will not be liable for any consequential, incidental or special damages.

Indemnification

Buyer will pay all royalties and intellectual property license fees related to the goods or services, if any. Buyer will pay for any tradework, patent or copyright fees associated with the goods or services. Buyer will defend, indemnify and hold harmless bluemia, it's officers, directors, shareholders, employees, agents and affiliates from any and losses, costs, expenses liabilities, claims or damages (including attorney's fees, expert fees and court costs) arising out of any and all suits or claims for infringement of any patent rights relating to equipment or materials incorporated in the goods and services.

Choice of Law and Forum

All transactions between Buyer and bluemia, and any matters arising from or as a result of the sale of bluemia's goods or services, will be governed by Arizona Law, without regard to conflict of law principles. Jurisdiction will be exclusively in the state or federal courts of the State of Arizona, and the parties hereby agree to personal jurisdiction and venue in such courts.

Signature:

Date:

Print Name:

Company: