

- 1. Services.** bluemia shall produce products and perform services (“deliverables”) in accordance with these terms and conditions and any related estimate or SOW. These terms and conditions, estimates, and Statements of Work constitute the complete and final written agreement between Buyer and bluemia and supersede all other correspondence between the parties. This agreement cannot be changed or modified except in a writing, signed by both parties. No order in which has been accepted by the Buyer may be cancelled by the Buyer except with the written consent by bluemia.
- 2. Design; Production.** Buyer is responsible for providing design artwork to bluemia that meets bluemia’s graphic submission guidelines and cooperating with bluemia from design through production. When Buyer approves any proof or drawing, Buyer is acknowledging that the design shown will satisfy their needs. Because of potential differences in equipment substrates, inks, and other conditions a reasonable variation in color proofs and the completed deliverables may occur. Such variation will not constitute a failure of performance by bluemia and Buyer will not be entitled to any termination, cancellation or offsets as a result of the variation unless a change order is requested at an additional cost to Buyer.
- 3. Payment Terms.** Unless otherwise specified in the estimate or Statement of Work the payment terms will be Due Upon Receipt from date of invoice at completion. Should Buyer want extended terms, credit application must be completed and approved by bluemia. bluemia reserves the right to assess service charges of one and one-half percent (1.5%) per month on overdue accounts. The estimate may be exclusive of taxes, and Buyer agrees to pay any applicable taxes. Whereas bluemia has provided an estimate for design and services; the estimate will be valid for 30 (thirty) days only or lesser time as bluemia may specify. Quoted shipping and travel costs are estimated.
- 4. Delivery; Risk of Loss.** To the extent Buyer wishes for goods to be shipped, bluemia will arrange for transportation of goods ordered by an appropriate means of transportation. From the time goods are delivered to carrier for transportation, Buyer will be responsible for risk of loss, theft, damage, or destruction of goods, as well as all transportation charges. In the event that any such loss occurs, Buyer shall be solely responsible for and shall pay bluemia for: (a) all of the production and other services and items as described in the estimate at the quoted price, whether or not the final deliverables or services could be performed or completed by bluemia, and (b) the additional cost of all of such services, costs and expenses, including the replacement of materials that are required to be rendered as a result of the loss.
- 5. Installation.** Buyer understands that the installation or removal of bluemia’s products must occur under certain conditions in order to maintain safety standards and quality of work. If the requirements are not met, bluemia may be unable to complete installation, or additional costs may be associated with an altered installation plan. Buyer will bear all costs associated with the change or cancellation.
- 6. Force Majeure.** Except for payment obligations, neither party shall be liable to the other party for failure to perform or delay in performing any of its obligations under this Agreement as a result of any circumstances outside its reasonable control including, without limiting the generality of the foregoing, failure of electrical, gas, water or steam supply, an Act of God, flood, high wind conditions, fire, accident, explosion, war civil commotion, strike or other industrial action, or any act

of third party government or quasi-government organization.

- 7. Warranties and Representations; Disclaimer: Limitation of Liability.** Except as expressly provided for herein, Buyer accepts the deliverables 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. Within 15 days of delivery, bluemia will repair or replace the products or will re-perform the services, provided that such product or service is deemed defective by bluemia. Performance of such repair or replacement will be bluemia's sole obligation with respect to any defects (deemed defective by bluemia) in the deliverables, and Buyer's rights to enforce such performance by bluemia will be Buyer's sole 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. BLUEMEDIA WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUE OR OTHER INCIDENTAL EXPENSES.
- 8. Indemnification.** Buyer will pay all royalties and intellectual property license fees related to the deliverables, if any. Buyer will pay for any trade work, patent or copyright fees associated with the deliverables. Buyer will defend, protect, indemnify and hold bluemia, its officers, directors, shareholders, employees, agents and affiliates harmless for, from any and all losses, costs, expense liabilities, claims or damages (including reasonable attorney's fees and costs, expert fees and court costs) related to (a) any and all suits or claims for infringement of any intellectual property rights relating to equipment of materials incorporated in the deliverables, (b) any breach of this agreement and/or (c) any negligence, gross negligence or willful misconduct.
- 9. Jurisdiction.** This agreement is governed by and construed under the laws of the State of Arizona, without reference to its conflict of laws provisions. Any dispute or claim arising relating to the agreement or claim of breach hereof shall be brought exclusively in the federal or state courts located in Maricopa County, Arizona. By execution of this agreement, the parties irrevocably consent to the exclusive jurisdiction of such courts and waive any right to challenge jurisdiction or venue in such courts regarding any action in connection with the agreement.
- 10. Attorneys' Fees.** In the event either party brings any action of any nature arising under or out of this Agreement, the prevailing party shall be entitled to receive from the other party its reasonable attorney, expert, collection and other related expenses.

Signature: _____ Date: _____

Print Name: _____ Company: _____