



Terms and Conditions of Business

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To sign the form digitally, click on the signature field and follow the on-screen instructions. If you are using other software please feel free to complete the form, print, sign, and return to us.

YOUR SUBMISSION OF ANY MATERIALS TO FURNACE MFG., FOR REPRODUCTION OR OTHER SERVICES OR ORDERING ANY OPTICAL MEDIA SERVICES OR OTHER MATERIALS FROM FURNACE MFG CONSTITUTES AGREEMENT BETWEEN YOU ("CUSTOMER"), AND FURNACE MFG ON THE FOLLOWING TERMS AND CONDITIONS. PLEASE SIGN AND SEND AN ORIGINAL COPY TO **FURNACE MFG, ATTN: CREDIT, POST BOX 3268, MERRIFIELD, VA 22116**. ADDITIONAL COPIES OF THIS FORM MAY BE FOUND AT www.furnacemfg.com

STANDARD TERMS AND CONDITIONS FOR REPLICATION OF OPTICAL DISCS, IPODS, FLASH DRIVES, AND VINYL RECORDS AS WELL AS PRINT, PACKAGING AND MISC. MATERIALS AND SERVICES

This Purchase Agreement contains the entire agreement between Astor Enterprises, Inc. and its subsidiaries ("Furnace MFG", "Furnace") and Customer concerning any and all services and products provided by Furnace to Customer hereunder. This Purchase Agreement shall supersede any prior oral or written understandings, representations and warranties (including any terms and conditions which may appear on Customer's order form) between Furnace and Customer, and may not be amended except pursuant to a written document signed by both parties.

1. **Acceptance.** This Purchase Agreement will be accepted only at Furnace's offices in Fairfax, VA upon: (1) written confirmation from an authorized representative of Furnace or (2) shipment by Furnace of goods in accordance with the terms set forth herein. Furnace reserves the right to refuse to accept any Purchase Order for any reason.
2. **Prices, Orders and Shipments.** All orders are subject to the terms and conditions detailed on any and all of the following Furnace documents: Customer Quotation, Order Form and Credit Application. Prices to be charged for services and materials provided to Customer hereunder shall be as agreed upon at order placement. Orders may not be canceled after Furnace has begun processing or manufacturing. Scheduled ship dates are subject to change. All shipments to Customer will be F.O.B. Furnace's facility; and shipping charges and risk of loss in transit shall be Customer's sole responsibility unless otherwise noted. Furnace reserves the right to make partial shipments when necessary. Unless otherwise noted, Furnace reserves the right to fulfill Customer's order quantity within a range equal to +/- 10%. Return authorizations must be furnished in writing by a Furnace customer service representative prior to return of any finished product. Return authorization number and/or form, including requirements of requested returned product must accompany return authorization information.
3. **Payment Terms.** Invoices will be issued upon shipment of products, unless shipment is delayed by Customer, in which case a partial invoice will be issued upon the completion of manufacturing. Charges for services performed by Furnace hereunder shall be invoiced upon completion of those services. Customer shall be responsible for all local, state, federal or other governmental charges for sales, use, manufacturing, excise and similar taxes associated with the production of products and performance of services hereunder (other than taxes on Furnace's net income) in addition to other charges hereunder. Unless otherwise noted, payment is due within thirty (30) days of invoice date. Claims for adjustments in amounts due Furnace must be presented to Furnace, in writing, within seven (7) days from the date of invoice. A late charge at the rate of one and one-half percent (1.5 %) per month (18% annually) will be charged for all amounts past due at Furnace's option. Any credit on Customer's account must be claimed or used within 12 months from the shipping date of the goods to which the credit relates. Furnace shall have a security interest in materials and optical discs produced for Customer until all amounts due hereunder are paid in full. If payment in full has not been received on any order, Furnace reserves the right to delay or withhold shipment of any subsequent order, or, upon thirty (30) days written notice to Customer of its intent to do so, to auction, sell, or liquidate the subsequent order in an effort to recoup Customer's past due amounts. Customer agrees to pay Furnace all costs of collection, whether or not suit is instituted, as well as any and all royalties or licenses that may be necessary to facilitate the liquidation of Customer's undelivered order.
4. **License.** Customer grants Furnace a worldwide, royalty-free, non-transferable license to reproduce and distribute copies of Materials (as hereinafter defined) to the extent necessary for Furnace to perform its obligations under this Purchase Agreement.
5. **Warranty, Disclaimer and Limitation of Liability.** Furnace warrants that optical discs manufactured under this Purchase Agreement will be free from manufacturing defects in accordance with general industry standards for a period of one year from the date of shipment by Furnace. As Customer's sole remedy, and as Furnace's sole liability, for breach of this warranty, Furnace will, at its option, replace, or refund the amount paid by Customer to Furnace for any optical disc that is returned to and found defective by Furnace. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PARAGRAPH, FURNACE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AS TO PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (FURNACE DOES NOT WARRANT ANY CONTENT PREPARATION SERVICES AND THE PRODUCT THEREOF UNLESS SUCH SERVICES HAVE BEEN CONTRACTED BY FURNACE. FURNACE MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE EFFECTIVENESS OF ANY COPYRIGHT PROTECTION PROCESSES AND SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY EFFECT THEY MIGHT HAVE ON THE PERFORMANCE OF THE CUSTOMER'S CONTENT OR THE OPTICAL DISC PRODUCT.) IN NO EVENT SHALL FURNACE BE LIABLE FOR, AND CUSTOMER EXPRESSLY WAIVES ANY CLAIM FOR, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST DATA, PROGRAMS, OR OTHER INFORMATION OR LOST PROFITS. Notwithstanding any other provision of this Purchase Agreement to the contrary, and in no event and under no circumstances, including, but not limited to, the incurrence by the Customer of damages due to loss of data, programs, or other information, damages due to business interruption or, damages due to a delay or the failure of delivery, shall Furnace's liability to Customer under any theory exceed the amount paid by Customer to Furnace pursuant to Furnace invoice(s) for the related services or materials. No action, regardless of form, arising out of any claimed breach of this Purchase Agreement or transactions under this Purchase Agreement may be brought by either party more than one (1) year after the cause of action has accrued. Furthermore, Furnace makes no warranty and assume no liability of disk playability issues as a result of hardware issues with computers, laptops, disk drives, or other mechanical parts.

Initial: _____ Date: _____

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- 6. Materials Provided By Customer. For purposes of this Purchase Agreement, "Materials" means all items delivered to Furnace in whatever form by or for Customer for use in connection with the production, printing and/or packaging of optical disc hereunder, including, without limitation, master media, artwork and packaging materials.
 - a. Customer shall retain title to all Materials, including the content of such Materials. Customer warrants that it owns all Materials and has the right to deliver all Materials to Furnace. Customer also warrants that it owns all copyrights in the contents of Material (including without limitation any computer code embedded therein) or has the unrestricted right to permit Furnace to perform the services requested hereunder. Customer warrants that the Materials do not contain any obscene or objectionable matter. Customer agrees to indemnify, defend and hold Furnace harmless from and against any and all actions, suits, claims, liabilities, damages, losses and expenses (including attorneys' fees) arising directly or indirectly out of or in connection with any claim that the services rendered or product manufactured for Customer by Furnace violate any local, state, or federal law, rule or regulation or violate any rights (including copyrights) of third parties, including without limitation, any liability for slander, defamation, invasion of privacy, or infringement of any patent, copyright, trademark, or other proprietary right of third party.
 - b. If Customer is to provide artwork to Furnace in connection with the production of disc label printing or packaging of optical disc hereunder, such artwork must be received by Furnace prior to the commencement of work by Furnace. If Customer is to provide Materials for label printing or the final packaging of optical discs produced hereunder, such Materials must be received by Furnace not more than one (1) week after the delivery of the applicable master media to Furnace.
 - c. Customer is solely responsible for delivering Materials to and retrieving Materials from Furnace hereunder. At Customer's request and sole risk, Furnace will store Materials as long as Furnace is providing services hereunder, at any place that Furnace deems appropriate. During such period, a storage charge may be assessed. After such period, a storage charge will be assessed until Customer retrieves such Materials from Furnace. Customer is responsible for removal of all Materials within thirty (30) days of notification by Furnace. If Customer fails to remove Materials as requested, Furnace shall have the right to destroy, erase, or make any other disposition of such Materials without liability to Customer or any other person.
- 7. Furnace's Rights in Tooling, Programs, Specifications and Data. Furnace shall retain title to all tooling, including masters, stampers, and other tooling, produced by Furnace. Furnace shall also retain all rights in computer programs, specifications, or data developed by Furnace in or for the performance of this Purchase Agreement, notwithstanding whether such computer programs, specifications or data were developed by Furnace for Customer or otherwise.
- 8. Export. Customer agrees not to export any product manufactured for it by Furnace in violation of any export control laws, rules or regulations.
- 9. Risk of Loss. Products manufactured by Furnace for Customer shall remain the property of Furnace until shipment to Customer pursuant to Paragraph 1. Upon Customer's request, and at the Customer's sole risk, finished products will be held by Furnace at no charge for up to ninety (90) days following Customer's order completion. Furnace will not be liable for any loss and / or damage that may occur to Products during this time. In the event that Products manufactured by Furnace per Customer's purchase order remain in Furnace's possession beyond the ninety-day period following order completion, Furnace will provide Customer with written notice that Customer's product is at risk of being destroyed and/or disposed of. If, after thirty (30) days, Customer has not responded to Furnace's written notice, Furnace may destroy and/or dispose of Customer's products without any liability.
- 10. Confidentiality. If Customer discloses confidential information to Furnace and clearly identifies such information in writing as "confidential," Furnace shall use reasonable care to ensure that such information is disclosed only to Furnace employees or service providers requiring access to such information to render the services or manufacture product requested by Customer. Nothing herein shall limit Furnace's right to use or disclose information that (a) becomes available to the public without fault of Furnace; (b) is lawfully acquired by Furnace from a third party; (c) is in the possession of Furnace at the time of disclosure by Customer; or (d) is developed by or on behalf of Furnace by persons who have not received Customer's confidential information.
- 11. Force Majeure. Furnace will not be responsible for failure to fulfill its obligations under any Purchase Agreement if such failure is caused by circumstances beyond the reasonable control of Furnace or its suppliers or contractors, including but not limited to acts of God, unavailability of materials, equipment failures, strikes or other labor disturbances.
- 12. Severability. If any provision in this Purchase Agreement is found to be invalid, unenforceable or void by a court of competent jurisdiction, such provisions shall be deemed to be severed from this Purchase Agreement, and the remaining provisions will remain in full force and effect.
- 13. Governing Law. This Purchase Agreement shall be governed by and constructed in accordance with the laws of the State of Virginia. Any suit or action by Customer against Furnace shall be brought exclusively in the state or federal courts in Fairfax, Virginia.
- 14. Any controversy or claim arising out of or relating to this Purchase Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any such arbitration shall take place in Fairfax County, Virginia, and the parties specifically waive any claims as to venue, jurisdiction or forum for nonconvenience.

BY AGREEING TO THIS DOCUMENT THE CUSTOMER REPRESENTS THAT HE/SHE HAS READ THE FOREGOING TERMS AND CONDITIONS OF DOING BUSINESS AND AGREES THAT SERVICES RENDERED AND MATERIALS FURNISHED SHALL BE GOVERNED BY THE ABOVE TERMS AND CONDITIONS; THESE TERMS AND CONDITIONS CAN ONLY BE MODIFIED BY AN INSTRUMENT IN WRITING SIGNED BY FURNACE

Print Name: _____ Date: _____

Company: _____ Title: _____

Signature: _____