



PURCHASE ORDER CONTRACT AGREEMENT

Hazz Design Consulting, Inc., known as the “First Party” agrees to enter into this Purchasing Contract with China Trading Partner Agent **Bernardino Rabutan** AND the production **FACTORY #** _____ both known as the “Second Party” on behalf of Hazz Design’s client, _____, known as the “Third Party”.

This agreement is based on the following provisions:

PRODUCTION:

Production Goods – The Second Party agrees to produce the goods detailed on the signed and attached Purchase Order as **Appendix A**, in the signed attached Pre-Production Master Product Specification as **Appendix B**, and represented in the Design Master Sample and Master Package Sample as signed off by the First Party’s Agent, and approved in writing by the Third Party.

Production Time – Except for the first order of a new product, if production time exceeds the agreed upon production time (as specified on the Purchase Order) – the First Party requires advanced notification of at least 3 days in order to respond appropriately. If production is delayed by more than 7 days without agreed upon conditions, the First Party reserves the right to enforce a 5% discount on the order for every 7 days that production is delayed.

If there are any flaws discovered during production that do not meet the agreed upon specifications, the Second Party agrees to discount products, fix flaws, or replace the units. The course of action if flaws arise is to be determined at the sole discretion of the First Party. The First Party will make every effort to find an agreeable solution to maintain a quality relationship with the Second Party and expects the same in good faith.

Pricing – The pricing is as previously quoted and noted in the **Appendix A – Purchase Order**. The acceptance of the Purchase Order and the securing deposit payment is final acceptance of the price. No price increases will be accepted unless it is a mutually agreed upon change to the specification and agreed by all Parties in writing as an addendum to this agreement.

INSPECTION:

The first party reserves the right to inspections by its Agents. The Second Party agrees to an Internal Inspection required by the First Party. The minimum points of Inspection required are:

1. Picture of raw materials
2. Pictures of product as it is being manufactured
3. Picture of the box and any printing or label

4. Picture of the first printed label, before application to box, if applicable and specified
5. Picture of the first Inner Carton if applicable and specified
6. Picture of the first Master Carton loaded with units – with box lid open and a picture from each side, if applicable and specified
7. Picture of the full shipment with all Master Cartons, if applicable and specified

SHIPPING:

Master Carton – The Second Party also agrees to print Master Carton Labeling in accordance with the attached specification and the Master Sample signed by the 1st Party's Agent.

The shipping method will be specified on the Purchase Order but Second Party is responsible for FOB preparation and Bill of Lading.

PAYMENT:

Payment Terms – First order payment terms are 50% Down, 50% due upon the goods being ready for shipment with a proper Bill of Lading. Terms on subsequent orders will be 30% Down, 70% Upon Completion. All quotations and Purchase Orders are in US Dollars. There will be no adjustments for currency fluctuations during the production process.

All payments will be wire transferred upon receipt from the Parties via VEEM.com. All Parties will need to coordinate bank information with VEEM directly. There are no known fees in this process.

OWNERSHIP & EXCLUSIVITY:

Ownership & Exclusivity Terms – The Second Party and Factory understands and agrees that the tooling and products governed by this agreement are all the exclusive property of the Third Party. Only production and use of the tool for the Third Party ONLY may be permitted unless otherwise agreed to in writing in advance.

The Second Party and Factory may not display any photos or samples of these products publicly, in any showroom, tradeshow, brochure, catalog, or on any website without prior written consent from the Third Party.

CONFIDENTIALITY:

By doing business with the First Party, and subsequently, the Third Party, the Second Party agrees to keep any and all information related to their business relationship confidential from other potential customers. The Second Party is not allowed to use any artwork, design, samples or images from work done with the First Party to market similar products to other potential customers. This includes use on Alibaba.com, private conversations through email, Skype, or other messaging applications, Globalsourcing.com, Amazon.com, and any other method of communication. The Second Party agrees not to disclose any agreed upon pricing related to our agreement with other potential customers in any form.

All details of First & Third Party's business disclosed during the course of this project, such as patent applications, future products, customers or potential customers, etc., not previously known or in the

3rd Party (CLIENT) _____ 2nd Party (FACTORY) _____ 2nd Party (AGENT) _____ 1st Party (HAZZ) _____

© Copyright 2017 Hazz Design Consulting, INC | All Rights Reserved

public arena will remain confidential until such time as the information becomes public.

Confidential Information is defined as all trade secrets, proprietary and confidential information of either party and its affiliates, including but not limited to designs, patents, trademarks, trade names and service marks, data and knowledge developed or obtained by or on behalf of either party relating to, used in connection with or useful to any party's designs, including but not limited to all discoveries, ideas, inventions, methods, improvements, concepts, developments, methods, designs, drawings, works, processes, know-how, computer programs, suppliers, customers, contacts, prospects, financial information, business records, marketing practices, agreements and contracts, and any papers labeled "secret," "confidential."

EXECUTED BY:

This agreement is entered into on _____ by all Parties as signed below:

FIRST PARTY
Hazz Design Consulting, Inc.
Tracy Leigh Hazzard
President & CEO

SECOND PARTY – TRADING AGENT
Acting Agent/Trading Partner
Bernardino Rabutan,
Trading Partner

SECOND PARTY – FACTORY
Title: _____
Name: _____
Factory Name: _____

THIRD PARTY – CLIENT
Company: _____
Name: _____
Title: _____