

**PURCHASE
AGREEMENT**
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PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is made and entered into by and between ("Buyer") and Ore Designs, Inc. ("Ore Designs"). The parties hereby agree as follows:

SUPPLY OF PRODUCTS. Subject to the terms and conditions of this Agreement, Ore Designs agrees to supply to Buyer those products (the "Products") identified on the estimate, sales order, or invoice previously provided by Ore Designs to Buyer (the "Sales Order").

RELATIONSHIP OF THE PARTIES. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. Buyer acknowledges and agrees that Ore Designs is a supplier of the Products only and is not a subcontractor of Buyer for any construction, installation, landscaping or other services.

APPLICABILITY. This Agreement is expressly limited to the terms of this Agreement and the Warranty Terms provided with this Agreement (the "Warranty Terms"). The terms of this Agreement and the Warranty Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Buyer's terms and conditions contained in any purchase order or other document issued by Buyer. In the event of any conflict between the terms of this Agreement (or the Warranty Terms) and the terms of any purchase order or any other document issued by Buyer, the terms of this Agreement (and the Warranty Terms) prevail. In the event that Buyer's terms and conditions or proposal is made an attachment to this Agreement, then the terms of this Agreement (and the Warranty Terms) shall supersede and control.

SHIPPING AND DELIVERY. Ore Designs will deliver the Products that have been paid for by Buyer to the job site or other location identified by the Buyer (the "Delivery Point") using Ore Designs standard methods for packaging and shipping the Products. Ore Designs will not be liable for any damages incurred by Buyer as a result of any delay in shipment. Delivery of the Products shall be made FOB Destination, except that all shipping/handling costs will be paid for by Buyer. The shipping/handling costs will be prepaid by Ore Designs and added as a separate line item to the Sales Order. Title and risk of loss for the Products will pass to Buyer upon delivery of the Products to the Delivery Point. Ore Designs will ship through insured common carriers of its choosing. Ore Designs may ship through a carriers elected by Buyer at Buyer's request if Buyer has an account with such carrier. Handling charges will still apply in these cases. Additional services such as lift gate, residential, extra labor, storage, white glove, appointment for delivery confirmation, etc. are available at an extra cost and must be established upon ordering. Products are not to be stored outdoors in their packaged materials.

INSPECTION OF PRODUCTS. Buyer shall inspect the Products within 5 days of receipt (the "Inspection Period"). Buyer will be deemed to have accepted the Products unless it notifies Ore Designs in writing of any Nonconforming Goods during the Inspection Period and furnishes photographs or such other written evidence or other documentation as required by Ore Designs. Notice shall be provided to Ore Designs shipping manager at shipping@orecontainers.com. "Nonconforming Goods" means only the following: (i) the Product shipped is different than identified in the Sales Order; (ii) the Products were damaged in shipment; or (iii) the Product's label or packaging incorrectly identifies its contents. If Buyer timely notifies Ore Designs of any Nonconforming Goods, Ore Designs shall, in its sole discretion and at Ore Designs expense, (a) repair or replace such Nonconforming Goods with conforming Products, or (b) credit or refund the purchase price for such Nonconforming Goods, together with any shipping/handling expenses incurred by Buyer in connection therewith. Except as provided in this Agreement (or the Warranty Terms), all sales of Products to Buyer are final and Buyer has no right to return any Products purchased under this Agreement to Ore Designs.

PRICES AND PAYMENT. Ore Designs requires a 50% deposit before an order will be scheduled for production or drawings produced. The remaining balance is due when

the Products covered by the order are completed and ready for shipment (and before the order will be shipped). If for any reason a shipment is delayed by Buyer, Buyer fails to pay the purchase price when due, or Buyer fails to accept delivery of any Products on the date agreed to by the parties, then the remaining balance is due on the original ship date and Ore Designs, at its option, may store the Products until Buyer picks them up, and Buyer shall be responsible for all related costs and expenses (including, without limitation, storage and insurance).

WARRANTY. Ore Designs warrants the Products as provided in the Warranty Terms.

TERMINATION. In addition to any other available remedies, Ore Designs may terminate this Agreement immediately upon written notice to Buyer, if Buyer becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

CONFIDENTIAL INFORMATION. All confidential and proprietary information of one party that is disclosed to the other party, including but not limited to Product designs and pricing, whether or not marked or otherwise identified as "confidential", shall be confidential and used solely for performing this Agreement and may not be disclosed or copied unless authorized in advance by the disclosing party in writing. Upon the disclosing party's request, the receiving party shall promptly return all materials it received from the disclosing party containing the disclosing party's Confidential Information. This paragraph does not apply to information that is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; or (c) rightfully obtained by the receiving party on a non-confidential basis from a third party.

FORCE MAJEURE. Ore Designs shall not be liable to Buyer, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling any order or performing any term of this Agreement to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Ore Designs including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies, materials or telecommunication breakdown or power outage.

MISCELLANEOUS. This Agreement (together with the Warranty Terms) constitutes the entire agreement between Buyer and Ore Designs with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between Ore Designs and Buyer. No waiver, alteration, modification of or addition to this Agreement will be binding unless expressly agreed to in writing and signed by Ore Designs and Buyer. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates indicated below.

ORE DESIGNS, INC.

By: _____
Name: _____
Title: _____
Date: _____

BUYER.

By: _____
Name: _____
Title: _____
Date: _____

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