

TERMS & CONDITIONS

INTELLECTUAL PROPERTY RIGHTS PROTECTION POLICY: To protect your intellectual property rights, Trutone Replication participates in the International Recording Media Association's Anti-Piracy Compliance Program. This program protects copyright owners from unauthorized reproduction of their material. All replication, duplication and pressing orders submitted to Trutone for processing, must be submitted with IPR (Intellectual Property Rights) Forms completed in its entirety. We are sorry, but we cannot commence with the manufacture of your order without this document. Your Customer Service Representative will be happy to furnish a copy, or you may download it on our website at www.trutone.com/importantinfo.html. By initiating an order with Trutone, the customer represents and warrants that they are the true and rightful owner of, or have licensed or otherwise possess the legal, enforceable right to reproduce, manufacture or use the product and/or materials provided to Trutone by the customer. Trutone, in good faith, shall rely solely and totally on the client's representation and warranties as provided under the Intellectual Property Rights Form submitted to Trutone by the client. In this regard, customer agrees to indemnify, defend, protect and hold harmless Trutone Replication, against any and all liability, losses, claims, damages, lawsuits, causes of action including any and all costs and expenses, attorney's fees suffered, sustained, incurred, directly or indirectly by a third party/parties (as well as any and all legal fees that may be sustained by Trutone), based on the assertion that the services provided to the customer under this agreement, breaches the patent, copyright, trademark, trade secret or any other proprietary right or violation of any intellectual property rights of such third party(ies).

MASTER SPECIFICATIONS: Trutone accepts the following masters for each of the products or services listed. • CD & VINYL MASTERING: (Digital audio formats): CD-R, PMCD, DAT (44.1 KHz or 48 KHz sampling frequency), Exabyte DDP • CD REPLICATION: CDR, PMCD, 8MM Exabyte • DVD REPLICATION: DLT or DVD-R. • CDR COPIES: CDR, CD, and at additional cost, DAT, Mini Disc, Audio Cassette

ART FILE SPECIFICATIONS: Trutone accepts both Mac and PC files on CDR or a flash drive. Accepted software programs include: QuarkXpress, Adobe Illustrator, Adobe Photoshop and Adobe Indesign. If your files are under 10 MB, you may e-mail your files to info@trutone.com. You may download our Graphic Templates @ www.trutone.com/templates.html. It is strongly suggested that a color print-out accompany all supplied art files. Art files requiring corrections or revisions by our graphic department are billable at \$95 per hour.

Deluxe Packages shown in our catalog or online refer to graphic design services performed by Trutone's Art Department. Deluxe designs are created from client-supplied photos, logos or components and do not include custom illustrations, procurement of stock photography, photo retouching or color correction. These services are available at additional cost.

GRAPHIC PROOFS & TEST COPIES: To facilitate your order, we suggest that you review graphic proofs, test copies, and approve same by signing and returning our Approval Form as expeditiously as possible. *A word on PDF or Jpeg proofing:* Monitor proofing is NOT an accurate color representation and hence we strongly recommend that a digital proof NOT be forfeited.

TURNAROUND TIMES: The following are approximate manufacturing time schedules based on business days: CDs, BULK OR WITH STOCK PACKAGING OPTIONS: 8-10 days; W/ PRINTED INSERTS OR MINI JACKETS: 12-15 days; W/ DIGIPAKS: 15 days • DVDs, BULK: 10-12 days; W/ PRINTED INSERTS: 15 days • VINYL RECORD PRESSING W/ OR W/O PRINTED JACKETS: 15-20 days • PRO-MOTIONAL PRINT MATERIAL: 5-8 days.

Please note: Delivery time frames quoted above are estimated, not guaranteed manufacturing schedules and are based on receiving either properly prepared graphic art files or audio/video masters on a timely basis or receiving proof/test approvals on a timely basis. Trutone will make every effort to meet your anticipated delivery date, but will not be liable for real or claimed losses or damages resulting from delivery and/or shipping delays. To facilitate rush orders, we suggest that you authorize us to utilize messengers and/or next day carriers. All such charges will be added to your final invoice. Rush Delivery is available on certain products at additional cost. This service may not always be available and must be prescheduled at time of order placement.

PAYMENT TERMS: Payment is required in full upon placement of your order unless you are an account customer or other terms have been agreed upon. A signed Sales Order is also required upon placement of your order. Payments are accepted in cash, credit card (Visa, MasterCard), money order or certified check. No CODS please.

SALES TAX: CDs, DVDs, CDRs, video/audio cassettes, vinyl records, promotional print material, are finished products and are taxable if picked up or shipped within New York State. If you are tax exempt, it is necessary that you submit the appropriate Tax Exempt Certificate when placing your order. You may download New York State forms @ www.trutone.com/importantinfo.html

SHIPPING: The products offered in this catalog do not include freight charges. Unless directed otherwise, Ground shipment will be utilized. Client pays all shipping, handling and insurance charges FOB point of origin.

MANUFACTURING OVERAGE/UNDERAGE: All manufacturing is considered complete if the final shipment is plus or minus 10% of the amount ordered for quantities

under 10,000 and plus or minus 5% for quantities 10,000 and above. Client will be billed for the over-run or credited for the under-run.

TRUTONE'S WARRANTY: All products manufactured by Trutone are unconditionally guaranteed. If the products manufactured by Trutone are deemed defective in either workmanship or material or fail to meet generally accepted industry standards, Trutone warranty is limited to replacing the product or refunding the monies paid for services rendered. Trutone is not responsible for any consequential costs or damages incurred whether real or in theory, including shipping charges the client may have expended.

DEFECTIVE MERCHANDISE: All claims of defective merchandise must be made within 30 days of shipment date. Please do not return merchandise without prior written authorization by your Customer Service Representative. Defective merchandise must be inspected and counted by Trutone before determination is made. Trutone is not responsible for any manufacturing defects or errors that are attributable to faulty components or materials supplied by or on behalf of the client. (See Client-Supplied Components). It is understood that determination of defective merchandise shall be Trutone's sole discretion.

CLIENT-SUPPLIED COMPONENTS: Replicated product, as well as corresponding print material are created utilizing the client's supplied source master or approved master, and graphic art file. Trutone is not responsible for errors or anomalies occurring on replicated product or print material that are attributable to anomalies that exist on client-supplied master or components. It is not the responsibility of Trutone to inspect or correct client-supplied components. Trutone assumes that the client has utilized industry professionals and proper specifications to create their component parts and the client hereby agrees to hold Trutone blameless if the components supplied by the client result in a finished product that does not meet the client's expectations. Please note, *Client-supplied source masters and/or art files will not be returned after order completion*, unless the client specifically requests that they be returned at the time of order placement. It is therefore necessary to keep a back-up copy, please do not send us your only copy.

CLAIMS FOR MERCHANDISE DAMAGED IN SHIPPING: Merchandise that is lost or damaged during the shipping process is the responsibility of the carrier. Please contact your Customer Service Representative within 10 days, who will assist you in making a claim. If there is visible damage to the carton(s), please notate this on the Shipper's Delivery Receipt. Do not discard damaged carton(s), as they must be inspected by the carrier as part of the claim's process.

UNPAID BALANCES/COMPLETED MERCHANDISE LEFT IN OUR POSSESSION: Unpaid balances over 30 days past due are subject to a service charge of 1.5% per month (18 % per annum). All merchandise left in our possession for 30 days after completion, will be subject to a daily storage charge. If you fail to remit all unpaid balances, or if you leave completed merchandise in our possession for over 60 days, Trutone at its option, shall have the right to sell, manufacture additional product, or dispose of your merchandise without notice or obligation to you or any third party. This, however, does not relieve you of any indebtedness you may have to Trutone, should the sale of your merchandise not be sufficient to cover your balance due. You agree by placing your order with Trutone that in the event Trutone sells your merchandise as necessary to recoup your indebtedness, you shall remain solely responsible for the payment of any and all royalties, copyrights, publishing, and/or other obligations which may arise from such sale, by reason of the rights of third parties. You shall indemnify and hold Sound Performance USA Ltd, its employees, licensees and agents harmless with respect to any such claims and expenses, including attorney's fees that may be sustained by Trutone, as the result of the sale of your merchandise.

STORAGE: Trutone will take every precaution to safeguard the client's supplied materials, however, it is the client's responsibility to provide insurance coverage for all items left in the care and control of Trutone or their subcontractors. It is recommended you keep backup copies of your master and art file, as these files will not be returned unless specifically requested upon placement of order. All manufacturing components created by Trutone or their subcontractors and utilized in the manufacturing process shall remain the property of Trutone. Manufacturing components are not insured and may be discarded without notice or liability.

CANCELLATIONS: Custom made products are not subject to cancellation once manufactured. Cancellations requested prior to manufacturing or printing are subject to a 20% cancellation fee, plus payment of all services rendered up to and including the date of cancellation.

INDEMNIFICATION: Trutone Replication shall not be liable for consequential damages attributable to errors or omissions that may occur in our catalog, web site or elsewhere. All prices are subject to change without notice or obligation.

Trutone Replication is a subsidiary of Sound Performance USA Ltd

SIGNATURE

DATE

PRINT NAME

