

PAYMENT TERMS: All prices are F.O.B. our plant. Terms are either full payment with order or 50% with the order and balance due before shipping. All vinyl pressing orders require a 75% deposit and balance due before shipping. All vinyl products incurs shipping costs F.O.B. CA. **Payments made within two weeks of shipment must be cash, money order, or certified check. Any other type of payment will delay shipment until check clears. SORRY, NO C.O.D.s!** For added convenience we also accept Visa, Master Card, Discover and American Express. 1 1/2% per month will be charged on all past due accounts. In the event the customer fails to pay within 120 days for any work completed, the company has the right to sell, dispose of or use any such material on hand, in any way the company chooses. In this case all films, masters, art files, CDs, DVDs, vinyl record, trademarks, etc. become the property of Mirror Image Media & Duplication. Customer is liable for shipping and storage charges on undelivered freight, any unpaid balance, and all fees incurred in collection of same. There will be a \$20.00 charge on any NSF checks. All orders are considered complete within 10% above or below quantity ordered as a charge or credit against your order.

WARRANTIES: Mirror Image Media & Duplication is limited, at our option, to reduplicate or refund any monies paid for services rendered. We are not responsible to any costs or damages incurred, including shipping charges. All claims of defective merchandise must be made within 30 days of the work being done. We are not responsible for any manufacturing defects or errors that are attributable to faulty components or materials supplied by or on behalf of the client.

CANCELLATIONS: Client is responsible for payment of all services rendered plus a 25% cancellation fee.

SALES TAX: All products made by Mirror Image Media & Duplication are considered *finished* products and are subject to sales tax unless shipped out of the state of Pennsylvania or Florida. If you pick up from our location, sales tax will be charged unless you have the appropriate tax exemption certificate and it is submitted.

SHIPPING: All shipments are F.O.B. Philadelphia, PA. & Canoga Park, CA. No partial shipments unless order is paid in full.

DROP SHIPMENTS: Five shipping addresses are allowed per order. Any additional drop shipments will be charged a handling fee of \$2.50 each.

OVERAGE/UNDERAGE: All manufacturing orders are subject to plus or minus 10% of the amount ordered. Clients will be billed for all overage and credited for all underage.

MASTER REQUIREMENTS: CDRs and DVDRs are acceptable master formats for both audio and Rom. If you supply a DAT, a CDR master can be created at an additional cost. CD-ROMs may be ISO-9660, Joliet (Windows) and Macintosh HFS format. If you are supplying CD-ROM data files, we accept the following file formats: WAV (16 bit), AIFF (16 and 24 bit), and Sound Designer 2 (16 and 24 bit). Red Book PMCD with time code sheets are accepted for direct replication.

INTELLECTUAL PROPERTY RIGHTS (IPR) PROTECTION POLICY: To protect your intellectual property rights, Mirror Image Media & Duplication participates in the International Recording Media Association's Anti-Piracy Compliance Program. This program protects copyright owners from unauthorized reproduction of their material. All duplication orders submitted to Mirror Image Media & Duplication for processing must be submitted with an IPR (Intellectual Property Rights) form. We cannot duplicate or manufacture any orders without these documents. We will be happy to supply you with the IPR forms or you can download them <http://www.miduplication.com/legal.php> By initiating an order with us, the customer represents and warrants that they are the rightful owner or have the proper licenses or possess the legal right to reproduce or use the product by the materials provided to Mirror Image Media & Duplication. In good faith, we will rely totally on the client's representation & warranties as provided under the

Duplication. In this regard, the customer agrees to indemnify, defend, protect and to hold harmless Mirror Image Media & Duplication against any and all liability, losses, claims, lawsuits, causes of action including all costs, expenses, attorney fees suffered, incurred, directly & indirectly by a third party(ies) based on the assertion that the services provided to the customer under this agreement, breaches the patent, copyright, trademark, trade secret or violation of any intellectual property rights of such third party(ies).

UNPAID BALANCES/FAILURE TO PICK UP COMPLETED MERCHANDISE: 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 pick up your completed merchandise and/or fail remit all unpaid balances within 60 days, Mirror Image Media & Duplication., at its option, shall have the right to sell, manufacture 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 Mirror Image Media & Duplication., should the sale of your merchandise not be sufficient to cover your balance due. You agree by placing your order with Mirror Image Duplication. That in the event Mirror Image Media & Duplication 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 Mirror Image Media & Duplication., its employees, licensees and agents harmless with respect to any such claims and expenses, including attorney's and/or court fees that may be sustained by Mirror Image Media & Duplication, as the result of the sale of your merchandise.

TURNAROUND TIMES: The following are **approximate** manufacturing time schedules based on business days: CDs & DVDs, BULK OR WITH STOCK PACKAGING Options: 8-10 days; W/ PRINTED INSERTS OR MINI JACKETS: 8-10 days; W/ DIGIPAKS: 10-12 days • VINYL RECORD PRESSING W/ OR W/O PRINTED JACKETS: 15-30 days • PROMOTIONAL PRINT MATERIAL: 2-3 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. Mirror Image Media & Duplication 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.

Prices are subject to change due to fluctuation in material costs and material submitted. By signing this, you are agreeing to the above terms.

Print name _____

Signature _____

Date _____



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