

UPTOWN REPLICATION & DUPLICATION SERVICES

3102 Maple Avenue Suite 450
Dallas, TX 75201
866-482-9264

TERMS AND CONDITIONS

General Terms and Conditions:

- All quoted prices are F.O.B. our plant and do not include applicable taxes, duties or levies.
- Additional charges may be incurred by the client for providing master materials that do not meet Uptown Replication & Duplication Services (URDS) specifications and may delay customer order.
- Scheduling of production will not commence until all supplied materials (payment, source, artwork, printed film or other) are in our plant and approved by the customer.
- It is the client's responsibility to review their master source and to ensure that the content on the master source is correct before submitting to URDS for replication. URDS holds the right to inspect the master source supplied for anti-piracy and adult content and may request proof of ownership.
- While master materials will be treated with the utmost care, URDS specifically denies liability for any damage or loss of client's materials while in our possession.
- At the completion of an order, all remaining customer supplied printed materials and/or master source will be returned at your cost when the account has been paid in full, except stampers, plates and screens, which will remain the property of URDS.

Payment Terms:

- All purchases must be prepaid.
- Final invoice to the client will be based on actual quantity of product delivered, which for quality control reasons CD's can vary plus or minus 5% and plus or minus 10% for printed materials (i.e.: inserts, tray cards etc.)
- If a project is cancelled while in progress, all services rendered up to that time must be paid for by the client.

Turnaround Time:

- URDS will strive to meet delivery dates that may have been quoted or estimated but disclaims liability for any delays in meeting delivery dates. URDS will not be liable for any additional freight charges this may incur.
- Faster turnaround time may be available. Please contact your customer sales representative at URDS for rush order rates.

Artwork:

- If the client has provided art/final film, then URDS' only responsibility is to produce printing that will match the customer supplied film/artwork to acceptable industry standards which can include slight variations. URDS recommends to their clients that a quality, hard copy reference proof be supplied to URDS for reference during the printing process.
- URDS will not be responsible for any omissions, errors or color variations that arise from the supplied film/artwork or lack of subsequent quality reference proof provided by the client.
- If the client has provided URDS with a digital file (via-mail, disk or other), then URDS will present the client with a reference proof (via fax, email, or client pick up) for the client's approval. Once approved, URDS will commence with the printing process and the client will be responsible for any and all costs incurred for any errors or omissions that are subsequently found that were also on the approved file/print or for any additional changes requested by the client.
- The referenced print provided by URDS to the client is not necessarily a 100% accurate representation of the final printing process and/or materials to be used and that colors may vary on the final product.

Limitation of Liability:

Regarding replication rights, URDS does not wish to become involved with the reproduction of any materials without the proper authorization to do so. In consideration of this, URDS requires their clients to agree as follows that:

- The materials provided by the client for replication will not infringe on any copyright right of privacy, trade mark patent, trade name, performing right or any literary, dramatic, musical, personal, civil, contract or private right, or any other right of any person and does not contain any libelous or slanderous material.
- The client acknowledges that they possess the right, power, and authority to replicate all of the master materials provided to URDS.
- The client agrees to indemnify URDS and save us harmless from and against all claims, demands, actions, causes of actions, suits, proceedings, settlements and judgments which may be made or brought against us or which we may suffer or incur, as a result of or in respect of or arising out of anything which if true, would constitute breach of any of the above terms and conditions. If we are made party to a claim, then the client agrees to pay all expenses and pay all expenses and reasonable legal fees incurred or paid by URDS in connection with that claim.
- URDS guarantees the satisfactory replication of master materials provided to acceptable industry standards. In the event that a problem is found with any delivered product, it must be returned to URDS' manufacturing plant within 7 days for our evaluation.
- URDS will not be liable for consequential costs or expenses, and our responsibility is only limited to, at URDS' discretion, the replacement or refund of the products and services provided by URDS and will be equal only to the amount that was returned to our plant.

Print Name

Signature of Authorized Officer

Date