



National Media Services Inc.

CD & DVD MANUFACTURING...FAST & EASY

Terms and Conditions of Sale Agreement

INTELLECTUAL PROPERTY RIGHTS PROTECTION

We, the customer, understand that National Media Services, Inc. supports lawful licensing and consideration for creative works. We understand that if we have doubts about a song licensing or publishing rights, we were strongly urged to contact the Harry Fox Agency and/or National Music Publishers' Association. We, the customer, represent and warrant that we are the true and rightful owner of, or is licensed or otherwise possess legal enforceable right to use, the registered and unregistered rights, titles, and interests in and to any United States or foreign trademarks, service marks and trade names, copyrights, or other intellectual property rights relating to the property subject to this agreement, including, but not limited to the right to use certain films, music and sound recordings, pictures or software. We have the right in law to authorize National Media Services, Inc. to manufacture and replicate/duplicate for us; and that in so authorizing, we are not infringing upon the rights of any third parties. We hereby agree to indemnify National Media Services, Inc. and its directors, officers, agents, employees, from any and all claims, liabilities, and or actions and expenses (including reasonable attorney's fees and other expenses of litigation) against any loss, damage, expense, legal costs or damages awarded against or incurred by National Media Services, Inc. in respect of or arising from any legal action, claims, proceedings or any other loss or damage arising from our breach or non-performance of our warranties herein contained or out of any claim or action taken by a third party based on facts, which, if proven to be substantiated, would constitute a breach or non-performance of our warranties. We further hereby indemnify and hold National Media Services, Inc. and its directors, officers, agents, and employees from any and all claims, liabilities, and/or actions and expenses (including reasonable attorney's fees and other expenses of litigation) in relation to the manufacture and replication/duplication of our products, not liable for any claims, threats, suits, penalties, liabilities, costs and expenses including and without limitation to any legal fees and expensing arising out of any claims incurred by reason of or arising out of any claims for infringement of copyright or claim for royalties pursuant to the Copyright Laws of the United States, or any other applicable statutes or comparable law of any other jurisdiction.

DELIVERY POLICY

We understand that all quoted or acknowledged delivery dates are estimated dates of delivery. We also understand that National Media Services, Inc. specifically disclaims liability for delays and any resulting consequential damage or loss. We understand that shipping charges are not included in the price and can vary due to weight and method used.

STORAGE POLICY

We understand that National Media Services, Inc. will store stampers, film, artwork, masters, and such, at its facility or sub-contractors facility, and that our property stored, is not insured and is stored strictly at our risk. We understand that the original master and artwork will be sent back to us after our initial order.

ORDER CANCELLATION

National Media Services reserves the right to refuse or cancel any order. This includes any products or materials that contain obscene or pornographic materials or such materials prohibited by law.

PAYMENT AND PRICING POLICY

We understand and agree that a 50% deposit is required before production can begin. We understand that the remaining balance and/or additional fees incurred during production and any shipping charges must be paid by customer. We understand that National Media Services, Inc. will accept Visa, MasterCard, American Express and Discover as well as certified checks and money orders for payment. We understand submitting our credit card information is authorization for National Media Services to use said card for all payments due. We understand unfounded credit card disputes will be charged an additional \$50 administration fee. We understand that if we send a personal or company check, it will delay processing of your order until your check clears. We understand that if we are on open terms, we agree to pay all invoices within the stated terms on the invoice. We understand that interest may be added to our outstanding invoices and that invoices not paid within terms are sent to an outside agency for collection and that additional collection fees will be added to any outstanding invoice.

LIABILITY POLICY

We understand that National Media Services, Inc. has agreed to treat our materials with the utmost care, but that they specifically deny liability for any damage or loss due to fire, casualty, or negligence to our materials, while in their care. We understand and agree that National Media Services, Inc. hold no responsibility for the quality of the original master and resulting replication/duplication. We understand that we were advised to keep an exact safety copy of all our final masters and other materials and that National Media Services, Inc. will not be liable for any damage or loss. We understand and agree that National Media Services, Inc. shall not be held liable for its failure to perform due to any contingency beyond its reasonable control, including without limitation, delays by subcontractors or suppliers. We understand and agree that National Media Services, Inc. is not responsible for consequential damages (such as loss of potential revenue) due to errors on its part.

WARRANTY OF PRODUCT

National Media Services warrants that material produced and delivered by National Media Services meets National Media Services' standard specifications for the material or such other specifications as described in the catalog and meet generally accepted industry standards.

All custom-manufactured and/or printed National Media Services products are unconditionally guaranteed against defects in quality and workmanship. If any custom-manufactured product produced by National Media Services from or through the use of materials is found to be defective in quality, or is shipped or labeled in error, National Media Services will replace or repair defective product and/or correct error in shipment or labeling at its own expense only if, a) written notice of such defect or error is received by National Media Services at its office within ten (10) days after shipment by National Media Services to customer, and b) the defect or error did not result from a defect or error in the materials supplied by or on behalf of the customer. If said notice is not received by National Media Services within the date indicated above, National Media Services will be deemed to be released by customer from any and all liability.

National Media Services is not responsible for any loss of revenue or profit or other financial damages of any kind whatsoever, whether direct or indirect, suffered by the customer for any reason whatsoever.

A facsimile of this agreement (as well as a photocopy) shall be treated as an original document.

We have read and accepted all the terms and conditions regarding privileges and obligations as outlined on the agreement.

Name: _____ Date: _____ Signature: _____
Address: _____ City: _____ State: _____
Telephone: _____