

CD-Audio Order Form

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Corporate Office:
9430 Topanga Canyon Blvd., Suite 201
Chatsworth, CA 91311
800-746-9868

**CD
duplication
4 less.com®**
More than a great price.

4 Music Ownership & Copyrights

CD Title: _____

This CD contains the following:

- One Artist or Band
- Compilation of Artists or Bands
- Audio Clips from a Movie, TV Show, Live Performance, etc.

The music on this CD is: (check all that apply)

- Original - You wrote and own the rights to the songs.
- Licenced from a 3rd party (Include copy of license(s))
This includes any "cover" songs, sampling, sound library, etc.
- Public Domain (Include proof of Public Domain Status, from Harry Fox Agency or other reputable source).

If you are licencing any music or audio for use on your master from a 3rd party, such as Harry Fox Agency or any independent source, then please attach copies of all licensing agreements you have made with each 3rd party. If you have agreements with a band, distributor, record company or other entity, then we will need signed documentation on their letterhead. [Click here](#) for more information on 3rd party music and content.

We abide by RIAA's Good Business Practice Standards. We do check for 3rd party music. If your content is in doubt, your project will go on-hold. Please be prepared to back up your master with documentation.

5 Artwork

CD FACE ARTWORK

- CD Duplication 4 Less to output film from your electronic files
- You will output film and supply plate ready film

If supplying electronic files, what program was used to create your artwork?

- Illustrator
- Quark XPress
- CorelDraw
- Other _____
- PC
- Mac

6 Final Details

ORDER COSTS

Quantity: _____ > = _____

Price: _____ > = _____

Film Costs: _____

Design Costs: _____

Rush or Other Costs: _____

Sub-Total: _____

Tax Rate: _____ % = _____
(CA, TX, IN Shipments Only)

Order Total:

All orders subject to 10% over/under run, invoiced on actual quantity shipped.

Freight costs are additional and are calculated at time of shipment and added to final Invoice.

NOTES OR SPECIAL INSTRUCTIONS TO FACTORY (attach a separate sheet if necessary)

CHECKLIST Include the following:

- Signed Order Form
- Completed Audio Master Log
- Signed Copyright Form
- 3rd Party Licenses (as needed)
- Your Master
- Artwork - On Disk or Plate Ready Film
- Art Proof Sample

7 Signature

By signing, I declare that I am ordering the above selected items from CD Duplication 4 Less. I further declare that I have the legal right to reproduce this CD project and I agree to be bound to CD Duplication 4 Less's Terms & Conditions as stated on pages three and four. If pages three and four were not received, contact us immediately, otherwise we will rely on your receipt.

Signed: _____ Print Name: _____ Date: _____

1. ACCEPTANCE OF ORDERS

Orders shall not be binding upon CD Duplication 4 Less “CDD4L” until accepted in writing by an authorized representative of CDD4L.

2. DELIVERY

(a) Shipping dates are approximate and deliveries are subject to unavoidable delays.

(b) CDD4L shall have the right to deliver all of the goods at one time or in installments from time to time within the time of delivery herein provided.

(c) When delivery in installments is chosen by CDD4L, the delivery of non-conforming goods, or a default of any nature, in relation to one or more installments of this contract will not substantially impair the value of this contract as a whole and will not constitute a total breach of the contract as a whole.

(d) When delivery in installments is chosen by CDD4L, CDD4L shall prepare an invoice showing the price of the goods shipped at the time of each shipment under this contract and the customer shall pay the amount of this invoice at the time of delivery.

3. ACCEPTANCE OF GOODS-INSPECTION

The goods shall be inspected by customer upon tender to customer. Failure to inspect within ten (10) days after tender shall constitute a waiver of the customer’s rights of inspection and shall be equivalent to acceptance of the goods. Customer shall pay all costs of inspection.

4. ACCEPTANCE OF GOODS-CLAIMS**(a) DEFECT**

Customer hereby waives any right or rejection or revocation of acceptance of any claim or defense based on the quality of the goods specified here (defect) unless: (1) within ten (10) days after customer learns of the defect complained of, but in any event no longer than thirty (30) days after receipt of shipment, customer sends to CDD4L at its main office at 9430 Topanga Canyon Blvd., Suite 201, Chatsworth, California 91311, a letter by registered mail specifying the nature of the complaint and (2) within such thirty (30) days sends by parcel post or express prepaid to CDD4L’s office at the address above a sample of the goods alleged to be defective or inferior. Compliance by the customer with these conditions precedent shall not constitute an admission by CDD4L of the merits or amount of customer’s claim or defense. CUSTOMERS SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF DEFECT IS EXPRESSLY LIMITED TO THE CORRECTION OF SUCH DEFECT BY CDD4L AT ITS ELECTION AND SOLE EXPENSE, EXCEPT THAT THERE SHALL BE NO OBLIGATION TO REPLACE OR REPAIR ITEMS WHICH BY THEIR NATURE ARE EXPENDABLE.

(b) SHORTAGES

Claims for shortage or deduction for erroneous charges must be presented within ten (10) days after receipt of the goods or they will not be allowed. No goods will be taken back and credited or replaced unless arrangements for such return have been made and approved in advance by CDD4L.

5. DELAY IN PERFORMANCE

No liability shall result from delay in performance or non-performance caused by circumstances beyond the control of CDD4L, including without limitation act of God, storm, fire, flood, unusually severe weather, catastrophe, war, insurrection, riot, government action, accident, strike, lockout, labor trouble, shortage, inability to obtain material, equipment or transportation or terrorist attack.

6. OWNERSHIP AND SALE OF PROPERTY

Materials provided by CDD4L in connection with the order shall remain CDD4L’s property. Materials provided by the customer in connection with the order will remain customer’s property. It is customer’s responsibility to insure its property. CDD4L shall not be liable for loss or damage. CDD4L reserves the right to withhold customer’s property until the full amount of all monies owed by customer to CDD4L are paid. If customer fails to pay or fails to claim its property within six (6) months, CDD4L may dispose of customer’s property in any manner CDD4L deems appropriate. CDD4L may, or on written demand of the customer when all outstanding invoices have been paid by customer, return the customer’s materials at customer’s expense. CDD4L assumes no liability for any materials left at CDD4L after one year from the date of completion of customer’s work/order.

7. PAYMENT TERMS

The terms of payment shall be net thirty (30) days from date of invoice. Any amount outstanding after said date shall be deemed an “amount past due.”

8. INTEREST

Interest shall accrue to customer on any and all past due amounts at the rate of one and one half per cent (1 ½ %) per month (18% per annum) of the amount(s) past due computed from the due date to the date of payment.

9. TAXES

Prices are exclusive of all government excise, sales, use, occupational, or like taxes and, therefore, are subject to an increase equal in amount to any tax CDD4L may be required to collect or pay upon the sale or delivery of the items purchased.

10. WARRANTY AND DISCLAIMER OF WARRANTY

CDD4L MAKES NO WARRANTY OF ANY KIND EXPRESSED OR IMPLIED AND CUSTOMER EXPRESSLY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY CDD4L OR ON ITS BEHALF, EXCEPT THAT THE GOODS SOLD UNDER THIS AGREEMENT SHALL BE OF THE STANDARD QUALITY OF CDD4L. Customer assumes all risk and liability resulting from the use of the goods whether used singly or in combination with other goods. CDD4L neither assumes nor authorizes any person to assume for CDD4L any liability in connection with the sale or use of the goods sold. No representation or other affirmation of fact not set forth herein, including but not limited to statements regarding capacity, suitability for use, or performance of the goods shall be or be deemed to be a warranty or representation by CDD4L for any purpose nor give rise to any liability or obligation of CDD4L, whatever.

11. IN NO EVENT SHALL CDD4L BE LIABLE FOR LOSS OF PROFITS OR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY BREACH OF THIS CONTRACT OR OBLIGATION UNDER THIS CONTRACT.
12. MASTER RELEASE
Customer may, depending on its business with CDD4L, submit from time to time audio, video or computer software masters for the purpose of duplication, replication or reproduction and Film or Diskettes for printing. The term “materials” as used herein shall include without limitation all audio/videotapes or computer software masters, whether masters or duplications, artwork, all other film, whether negatives or positives, originals or intermediates, prints or separations, scripts, scores, and all soundtracks. Customer shall indemnify and hold CDD4L and its vendors harmless from all liability arising out of or in connection with the duplication, distribution, publishing, processing, use, contents, or exhibition of materials delivered by CDD4L or its vendors to customer, including without limitation any CDD4L or its vendors liability for slander, libel, defamation, invasion of privacy, or infringement of patent, copyright, trademark, or other proprietary right. Customer agrees to bear all costs and attorney’s fees incurred in the defense of CDD4L or its vendor by counsel as selected by CDD4L for any action or proceeding arising from such liability. Customer specifically understands that CDD4L provides services which permit inspection of master quality prior to duplication or print proofs prior to printing. Customer otherwise releases CDD4L from any and all claims that may be attributable to the quality of the customer’s master or film and authorizes CDD4L to duplicate or print from the master or film and thereby agrees to accept the quality of the resultant duplications, replications or printing. CDD4L shall not and shall be under no obligation to inspect any materials delivered to it by customer nor make any inquiries regarding the legality of same and CDD4L shall be entitled to rely on all representations and warranties made by customer with respect to the property delivered. The Customer agrees to indemnify CDD4L and its vendors by reason of alleged breach by any representation, warranty or agreement made by customer. Customer shall indemnify and hold CDD4L and its vendors harmless from all claims, liabilities, costs, attorney’s fees or damages arising out of CDD4L and its vendors duplication, distribution, publication use or exhibition of customer’s materials.
13. INDEMNIFICATION
Customer holds CDD4L harmless against any and all liabilities, claims or expenses whatsoever, including without limitation reasonable attorney’s fees, disbursements and cost of suit which may result from any possible libel, slander, violation of privacy, violation of postal laws and regulations, copyright, trademark, service mark, certification mark, trade name, trade secret or patent infringement, which may arise from the use of the materials and/or goods.
14. INTERPRETATION AND OTHER PAROL EVIDENCE
This writing is intended by the parties as final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any term used in these terms and conditions of service nor may acceptance or acquiescence in a course of performance rendered under these terms and conditions of service even though the accepting and acquiescing party has knowledge of the performance and opportunity for objection operate to change the written agreement of the parties expressed herein. Whenever a term defined by the Uniform commercial Code, as adopted in California is used in these terms and conditions, the definition contained in the Code is to control. There are no representations, understanding, warranties or agreements, oral or written, which are not included herein.
15. MODIFICATIONS
These terms and conditions can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.
16. WAIVER INEFFECTIVE
No claim or right arising out of or relating to a breach of these terms and conditions can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the agreed party. Waiver by either CDD4L or customer of a breach by the other of any provisions of these terms and conditions shall not be deemed a waiver of any future compliance therewith and such provisions shall remain in full force and effect.
17. STATUTE OF LIMITATIONS
Any action by the customer of CDD4L for breach of the terms and conditions must be commenced within one (1) year after the cause of action has accrued.
18. GOVERNING LAW
This contract and performance hereunder shall be construed and governed by and according to the laws of State of California.
19. ATTORNEY’S FEES AND ARBITRATION
In any proceeding regarding this contract or any right or duty arising therefrom, the prevailing party shall be entitled to recover reasonable attorney’s fee and costs from the other party. In the event of a dispute between the parties, the parties agree to binding arbitration before a recognized Arbitration Association by a single arbitrator selected from a pool of arbitrators as provided by the Arbitration Association and chosen solely by CDD4L.
20. ANTI-PIRACY GOOD BUSINESS PRACTICES
Notwithstanding the foregoing, customer understands that CDD4L abides by the Anti-Piracy Good Business Practices Standards of the Recording Industry Association of America “RIAA” (www.riaa.com) and BSA (www.bsa.org) anti-piracy guidelines. If customer’s orders contains or is suspected to contain a violation of third party rights, then (1) CDD4L may refuse to finish the order; (2) Advise law enforcement and RIAA or BSA; (3) retain all masters and products pending court order directing the release of such items; and (4) retain all advances and deposits made on the Order unless such Order is found to not have contained any violation of any rights whatsoever.

