

Terms and Conditions

1. The undersigned, as an authorized agent of the above named firm, hereinafter known as the client, will submit from time to time to Esteban Ignatczyk DBA CD 4 Replications hereinafter known as CD 4, Audio, video, Computer Software masters and/or Graphic and Text Materials for authoring, duplication or reproduction. The term materials as used herein, shall include, without limitation, all audio/video tapes or computer software masters, whether masters or duplicates, artwork, all other film, whether negatives or positives, originals or intermediates, prints or separations, scripts, scores, and all sound tracks. Client shall indemnify and hold CD 4 harmless for all liability arising out of or in connection with the duplication, distribution, publishing, processing, use, contents, or exhibition of materials delivered by CD 4 to the undersigned, including without limitation any CD 4 liability for slander, libel, defamation, invasion of privacy, or infringement of patent, copyright, trademark, or other proprietary right.
2. Client agrees to bear all costs and attorneys' fees incurred in the defense of CD 4 by counsel selected by CD 4 from any action or proceedings arising from such liability. CD 4 assumes no liability for any materials left at CD 4 after one month from the date of completion of the client's work/order. CD 4 reserves the right to charge a daily fee of \$50.00 per order with a minimum monthly charge of \$ 100.00 for material held in inactive inventory for a period of more than 10 days.
3. Client understands that CD 4 provides services, which permit inspection of master quality prior to duplication. Client otherwise releases CD 4 from any and all claims that may be attributable to the quality of the client's master, and authorizes CD 4 to author and/or duplicate from the master and thereby agrees to accept the quality of the resultant products.
4. CD 4 shall not, and shall be under no obligation to, inspect any materials delivered to it by the client, not make any inquiries regarding the legality of same and CD 4 shall be entitled to rely on all representations and warranties made by client herein. Client agrees to indemnify CD 4 by reason of, or alleged breach of any representation, warranty, or agreement made herein by client. Client shall indemnify and hold CD 4 harmless from all claims, liabilities, costs, attorney fees, or damages arising out of CD 4's duplication, distribution, publication, use, or exhibition of the client's materials.
5. No warranty of any kind or character, express or implied, is made by CD4 as to any goods except that CD4 agrees to replace or, at its option, give credit for such goods as manufacturer deems to be defective. No claims for labor or for damages will be allowed by CD4, nor will CD4 or the manufacturer be subject to any other or further liability.
6. Overruns and Underruns: All orders of 5000 units or less per title will be shipped plus or minus 10% of the order quantity. All orders of more than 5000 units per title will be shipped plus or minus 5% of the order quantity. If client does not provide adequate graphic material to fill the designated ship quantities, product will be shipped and billed bulk (without packaging).
7. Late Payment: If payment is received by CD 4 after the due date herein stated, a late charge at the rate of one and one-half percent (1 1/2%) per month (18% per annum) of the overdue amount, computed from the due date to the date payment is received by CD 4 shall be paid by said customer to CD 4 upon demand.
8. Collection Costs: If payment is not made according to the terms and conditions hereof, client agrees to pay on demand all costs of collection fees, reasonable attorneys' fees and court costs, whether or not action is commenced or whether or not said action proceeds to judgment.

9. In the event of default, client agrees to pay any and all costs incurred by CD 4 in enforcing this agreement, or in collecting any amounts that may be due to CD 4, including attorney fees and court costs. Additionally, client agrees to pay a returned check charge, which is equal to 1% of the returned check amount, or \$25.00, whichever is greater, regardless of the reason for the return of the check.
10. Client warrants that they are the sole owner and/or that they have the right to possession and use of all materials delivered to CD 4 for inclusion in digital or print media. Client also acknowledges that they have retained an original of all materials delivered to CD 4. Client expressly represents and warrants that the materials delivered to CD 4 for said inclusion do not in any way defame, violate, or infringe any copyright, civil right to privacy, or any other right of any person, firm, or corporation.
11. If CD4 determines that the client do not have the proper rights to duplicate a job, CD4 reserves the right to stop production at any point and invoice the client for the work CD4 have completed. The discs will be destroyed and source discs will turn over to the legal authorities for prosecution.
12. Clients know and understand the contents of this agreement, that it was executed voluntarily, and that client has had the opportunity to seek independent counsel in connection therewith.
13. General: This agreement is entered into in the State of California. The laws of the State of California govern this agreement. Should any legal action be brought to enforce the terms of the agreement, customer agrees that jurisdiction shall be with the appropriate court in the State of California, Los Angeles County.

IN WITNESS WHEREOF, The parties hereto have executed this Agreement
 this _____ day of _____, 20 _____

Client:

CD 4 Replications

By:

.....

Name: _____

Authorized signature

Company: _____

4242 Sunset Blvd. Suite 2
 Los Angeles,
 California 90029

Address: _____

City: _____

State: _____ Zip: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Daytime Phone: _____ Cell Phone: _____

Fax: _____ E-mail: _____

Contact Person: _____ authorize CD4 Replications

to do the replication services of the following title/titles which _____

possess the right, power and authority to enter into duplication.

Title/Titles to be duplicate

1. _____ Catalog ID Number: _____

I declare that the above information is correct,

Print Name: _____ Signature:

Title/Company: _____ Date: _____