

## TERMS AND CONDITIONS OF SALE

The following terms and conditions shall govern and be incorporated in all purchase orders and agreements between Customer and Media Forefront, Inc. Customer is hereby notified that Media Forefront, Inc. objects to any terms and or conditions, if any Customer document, that are different from those contained in this order form, and any such additional, conflicting or different terms are void.

### **Terms and Conditions of Sale**

The price for Media Forefront's replication, printing, and packaging services are stated in Media Forefronts' specific price quotes. Media Forefront may change any provision of these price schedules without notice at any time, provided that such change will not affect any order received by Media Forefront and ready for immediate shipment before the effective date of change.

Payment terms are \_\_\_\_\_. Customer agrees to maintain their account in good standing. If the customer's outstanding Accounts Receivable balance is beyond the payment terms the customer agrees to, at Media Forefronts' discretion, future sales orders have the possibility of being placed on hold until the past due balance is paid in full.

Arrangements for credit must be made in advance and are subject to credit approval. Customer agrees to submit its most current financial information and bank and trade references, if requested.

Prices do not include sales, use, excise or similar taxes. The customer shall pay all sales, use, excise, or similar tax applicable to sales pursuant to this agreement, unless Customer provides Media Forefront with the Tax Exemption Certificate acceptable to the taxing authorities.

In the event that the purchase account becomes overdue or delinquent, Media Forefront shall be entitled to reimbursement from Customer for the reasonable expenses of collection, including attorney fees. Media Forefront may charge the lesser of 1.5% per month or the highest lawful monthly contract rate on overdue accounts.

Media Forefront emphasizes that before the payment of services; the property and product rights remain and belong to Media Forefront until payment has been completed.

### **Customer Data and Artwork Authorization:**

Customer represents and warrants that they possess the legal rights and authority to have Media Forefront, at no cost or liability to Media Forefront, to produce, replicate, print, package or perform any other services of Media Forefront without infringing upon any trademark, copyrights, property rights, or any other third party rights of any kind, whether statutory, legal, or equitable.

**General**

The laws of the State of California govern the interpretation and performance of this agreement.

It is agreed that sales are made on the terms, conditions, and warranties contained within the agreement. To the extent of any conflict, these terms and conditions take precedence over any on purchaser's order form.

**Warranty: Limitation of Liability**

Customer has completely agreed to and verified that the Customer supplied content in the form of CD, DVD-R, DLT, or any other forms of media is the form in which it wishes Media Forefront to exactly replicate the discs. Media Forefront warrants that if the discs delivered are found to be defective, Media Forefront will guarantee the re-replication of the discs or give a refund based upon Customer's purchased price of services. This warranty however does not apply to disc failures created by the functionality of the disc contents, accidents, abuse, alteration, neglect, improper handling, or storage or any wear and tear from ordinary use.

**Merchandise Return**

Media Forefront must be notified within fifteen (15) days from the date of delivery or pickup of any problems, defects, miscount, or for any other reason for the return or refund of any merchandise ordered.

**Customer Indemnification**

Customer will indemnify and hold harmless Media Forefront and its directors, officers, and employees from any loss, claim, liability and expense (including reasonable attorney's fees and other litigation expenses) with respect to claims by any third party that the products and services provided by Media Forefront, including but not limited to replication, printing, packaging, possession, sale, rental, or use of Customer supplied data or artwork, or any optical discs containing Customer's data or artwork as contemplated herein, infringes any copyright, trademark, proprietary right, or any other right of any third party.

Acknowledgement of Agreement and Accepted By:

Company \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_