



TERMS AND CONDITIONS OF BUSINESS Project Title: _____

PAYMENT AND BILLING POLICY: 50% deposit required with every duplication order. Balance will be PREPAID or COD- Certified Check, or Money Order.. IN ACCORDANCE WITH INDUSTRY STANDARDS, ALL DUPLICATION, PRESSING AND PRINTING ORDERS ARE SUBJECT TO A 10% OVER OR UNDER RUN, YOU SHOULD FIGURE THIS IN ALL ESTIMATES. You will only be billed for actual quantities shipped. All other catalog items must be prepaid, COD, or charge card, unless other arrangements have been made. No portion of a duplication/printing order will be released without final payment. A service charge will apply to all returned checks: the charge will be \$20.00 or 4% whichever is greater. The undersigned contracts and guarantees both personally and for their company (if applicable to the faithful payment, when due, of all accounts and agrees to pay all collection costs, court costs, and legal fees incurred to collect delinquent balances.

PRICING POLICY: All prices subject to change without notice. Eastco Multi Media Solutions, Inc. reserves the right to change materials, colors, specifications and quantities without notice or obligation. Special contract pricing is available on certain items.

CHARGE CARD POLICY: Catalog prices shown are CASH, and are 3% lower than charge card prices. Signature and personal guarantee WILL BE required on telephone and mail charge card orders over \$100.00. We will send you the proper forms, which must be returned before your job can progress. Of course, you may send a "cash advance" check for which there is no charge from Eastco. I (customer) will not request a "charge back" from my credit card company. I also understand that if I do request a charge back from my credit card company or in any way stop payment on my account, my account will be turned over to a collection agency or attorney for payment. Additionally, there will be reasonable collection fees added to the delinquent balance.

FREIGHT: Freight/Handling is NOT INCLUDED except where noted. Customer is responsible for any possible returns or re-shipment charges. COD fee is \$5.00 per package. A \$5.00 handling charge WILL BE applied to all orders under \$30.00. The following charges apply to ARTWORK AND TEST PROOFS: overnight - \$20.00, 2 day air - \$10.00.

RETURNS: There may be a 10% restocking charge on certain items and special orders. All returns MUST have a clearance number from our office.

DELIVERY POLICY: Eastco Multi Media Solutions, Inc. will do everything possible to meet delivery dates. QUOTED OR ACKNOWLEDGED DATES ARE ONLY ESTIMATED. Eastco Multi Media Solutions, Inc. disclaims liability for delays in delivery. If a client fails to pay, accept delivery or pick up his finished project within 90 days of completion, Eastco Multi Media Solutions, Inc. has the right to sell, dispose of, or use any such material in any way we choose. In this case, all masters, tapes, artwork, CD's cassettes, video's, etc. become the property of Eastco Multi Media Solutions, Inc.

GUARANTEES/WARRANTIES: Most products come with manufacturers warranty. Neither seller nor manufacturer shall be liable for injury, loss or damage, direct or consequential, arising out of the use of, or inability to use any products sold by Eastco Multi Media Solutions, Inc. Eastco Multi Media Solutions, Inc. reserves the right to refuse any order, for whatever reason it deems necessary. No product is replaced or given credit more then sixty (60) days after the client's receipt of the product. Customer should provide for his own insurance coverage, as Eastco does not provide coverage for client's parts in our possession. While Eastco will treat the client's materials with the utmost care, Eastco specifically denies liability for any damages or loss due to fire, casualty, or negligence while the client's materials are in the care, control or possession of Eastco Multi Media Solutions, Inc. If a project is cancelled while in progress, customer agrees to pay for products and services rendered up to that time. All products are 100% GUARANTEED against defects in quality and workmanship.

MASTER TAPE GUIDELINES IMPORTANT: (JOBS NOT FOLLOWING THESE GUIDELINES MAY BE DELAYED, RETURNED, OR RESULT IN EXTRA CHARGES). Masters must be and are considered "ready to run": songs in correct order, needing no equalization, compression, or level adjustments, with a complete list of song titles. Audio Cassette Side A & B must be labeled clearly. For analog tapes, test tones are recommended (100Hz - 1K - 10K) at 0 dB operation level. If sides A & B are on the same master there should be a 2 minute space between them (except for CD replication). Any changes may incur additional charges.

DAT MASTERING: For audio cassettes please listen to your master before submitting it to make certain that it includes: • 1 minute of 1 kHz test tone recorded at peak program level, • Tones and program material should be recorded at 0 dB peak max, • After test tones, 2 minutes digital black/silence (recorded with inputs set at minimum), • Start IDs sequentially numbered one ID per song, • Complete from start to finish, accurate absolute time log, including any wanted or unwanted out-takes, false starts, noises, etc., • Eastco is not responsible for errors in your master log or if log is not provided. Other: We accept all master formats. There may be nominal charges associated w/some formats. Equalization, level adjustments, etc. ARE NOT provided unless specifically requested and will be billed at an hourly rate with a one-hour minimum. DAT masters for CD manufacturing should include 2 minutes of digital black before any program begins, followed by your continuous program, with each track ID in place, recorded at 44.1 kHz sampling rate and have ABS (absolute time code), this master should be accompanied with a master log indicating the sequence of tracks their ID's as they appear on the master you have submitted. Masters must be "ready to run": songs in correct order, needing no equalization, compression, or level adjustments. Any changes may incur additional charges.

CD-R MASTERS: Must be single session and PQ coded. Masters must be "ready to run": songs in correct order, needing no equalization, compression, or level adjustments, with a complete list of song titles, track numbers, as they appear on the master you have submitted. Any changes may incur additional charges.

RETAIN A SAFETY COPY OF YOUR MASTER: It is best to ship masters via FedEx Overnight or with a similar carrier. Customer warrants that it is the sole and exclusive owner and/or has the right to possession and use of any and all recordings and artwork delivered to Eastco Multi Media Solutions, Inc. ("Eastco ") including without limitation the right to use them in the manner in which Eastco is requested hereunder to use them. Supplied masters, unused supplied printed materials, printing over runs will be returned at or following completion.

INDEMNIFICATION: Customer shall defend, indemnify and hold Eastco Multi Media Solutions, Inc. harmless from all liability arising out of or in connection with duplication, printing, publication, distribution, or exhibition, including without limitation any liability for libel, slander, defamation, or infringement of patent, copyright or trademark and reasonable attorney's fees associated therewith.

ANTI-PIRACY POLICY: It is Eastco Multi Media Solutions, Inc.'s policy not to participate in or otherwise facilitate the unauthorized possession, replication, distribution, sale, rental or use of data by its customers. Customer understands that Eastco Multi Media Solutions, Inc. cooperates with various governmental agencies and trade organizations responsible for policing the recording and replication industries and agrees that Eastco may provide such agencies and organizations information regarding Customer and the business conducted by Customer with Eastco.

SUPPLIED GRAPHICS: Customer supplied graphic files must arrive with printed proofs. All files or printed materials must be supplied within Eastco Multi Media Solutions, Inc.'s specifications. Any of these items mentioned previously, not meeting required specifications might incur additional charges.

To start your work it is your responsibility to return this form, signed and dated. Without this form your job will be delayed.

Officer's signature

Title

Date