



TERMS AND CONDITIONS

Agreement between (herein after called "Client") _____ and Silverbirch Productions (herein after called "SBP") re supply of the following items for artist _____, album " _____ ", company _____, cat.# _____

\$ _____ deposit received by _____ for SBP Date Required: _____

payment policy

- * Orders up to \$2,000. require a 60% deposit. Orders over \$2,000. require an 80% deposit. The Client may pay by cash, certified check, wire transfer, Interact, Visa, MC, or money order. The balance must be paid in full before the order is shipped or picked-up.
* Applicable taxes will be added (GST in Canada plus PST in Ontario -- no taxes on orders shipped to the US)
* If the Client is exempted from the PST, a signed PST Exemption Form must be provided at time of payment
* All tapes, CD-R, DATs, artwork, photos, film, etc. provided to SBP by the Client, remain the property of the Client and will be released once all outstanding invoices are paid in full. CD-Rs / DATs containing material mastered by SBP, remain the property of SBP and cannot be used for duplication or transfer to another medium without our permission until all outstanding invoices are paid in full. Digital media, with the exception of masters, will not be returned unless requested by client
* Additional work agreed to by the Client and SBP, verbal or otherwise after this contract is signed, shall be charged on the final invoice.

pickup and delivery

- * Orders are subject to 10% overrun or under-run -- The Client will only be invoiced for goods received
* Delivery dates are estimates only. SBP will make every effort possible to meet projected delivery dates but cannot be held responsible for any costs or inconvenience caused by late delivery.
* Shipping & any courier bills to anywhere but SBP are additional charges
* Finished goods will be held for sixty days after completion. Should payment and pickup or shipping of goods not occur within that time period, SBP shall have the right to dispose of said goods in any manner it chooses including, but not limited to public or private sale, destruction, public auction or wholesale distribution. At such point, all parts in SBP's possession become the property of SBP. Even if SBP has to dispose of said goods, SBP still expects to be paid and reserves the right to sue for the balance of the monies owed.
* Unless the Client specifically requests the manufacturing parts/original art files back, i.e., film, master, extra graphics, they will be stored at the replication plant in case of reorder. If space limitations cause the parts to be returned to SBP, SBP will contact the Client who will then have 30 days to pickup the parts. If the Client fails to do so, SBP may be forced to dispose of said parts in which case, SBP will not be liable for any replacement cost. We can only be responsible for contacting you at the address/tel.# on file at SBP.
* If there is a reasonable possibility that you may reorder within two of three years, it is advisable to leave all parts and unused graphics at the plant for quick turnaround and to avoid loss of parts when stored at a residence. However, if after three years there are no reorder plans, please contact us if you want the parts.
* Customer is responsible for checking all received cartons to make sure there are no errors in the order. We suggest pulling a CD/DVD from each carton and checking the insert, disc face and content. Although we will try to rectify any plant related errors at any time they are reported, we cannot be held responsible for errors reported after 60 days.

declaration of copyright

- * The undersigned (Client) hereby declares and guarantees to SBP, acting as agent for any of our manufacturing partners for the purposes of CD and/or DVD duplication/replication, that he/she has all the required authorizations necessary for the lawful reproduction of the work that he/she is providing to SBP (copyrights and all other intellectual property rights) and that such work contains nothing that is likely to violate the copyrights of any person nor any element that could constitute a reason to institute legal proceedings based on the violation of any right or any illegality.
* In the event of any claim, or claims, arising from the production and manufacturing of the above title, the undersigned (Client) indemnifies and holds harmless SBP against loss, damage, cost and expenses, including attorney's fees, which SBP may suffer or be charged with by reason of any claim of infringement of copyrights or trademarks or contributions under the Phonograph Trust Agreement or of any claim that said recording is not the property of the undersigned or defames or infringes on the right to privacy of any person, firm or corporation which may be made against SPB in connection with production and manufacturing.

compact disc and dvd duplication/replication release

- * If mastered by SBP, the Client accepts the master CD-R/DAT to be sonically satisfactory (i.e., free of clicks, pops, etc., that were not also on the original masters). The client authorizes the duplication of compact discs and/or DVDs from said master and understands that all the work done, (transfer, equalization, compression, etc) is acceptable and agrees that Silverbirch Productions is not responsible or liable for any imperfections hereafter with the exception of any caused by the manufacturer. If a finished master is submitted to SBP, the client authorizes the duplication of compact discs and/or cassettes from said master on an "as is" basis and agrees that Silverbirch Productions is not responsible or liable for any imperfections hereafter with the exception of any caused by the manufacturer.

colour proof/colour key and graphics release

- * The Client certifies that they have approved the colour key or colour proof and understands that a laser colour proof is only an approximate representation of the graphic's final colours. If the Client has any concerns about the final colour, SBP recommends colour keys for all CMYK panels.
* The Client authorizes printing from the final graphics files and agrees that all the work done, (design, layout and/or transfer of Client's design, etc) is acceptable and that Silverbirch Productions is not responsible or liable for any imperfections hereafter with the exception of any caused by the manufacturer.
* In case of any disagreement re quality of graphics, Silverbirch and the pertinent manufacturing partner shall be the sole judge of whether the graphics are on a par with the CD industry printing standards.

guarantee:

- * SBP unconditionally guarantees products against defects in quality and workmanship.
* SBP limits liability to rerun or refund at its sole option, provided that products are deemed defective by virtue of workmanship or materials only. Actual rerun or refund will be commensurate with actual quantity of goods returned.
* no product will be replaced or refund issued after 60 days of receipt of goods.

liability

- * While SBP will treat the client's material with the utmost care, SBP assumes no liability for loss or damage due to fire or casualty to tapes, CD-R, DATs, artwork, photos, film, etc. while said materials are in the care, control or possession of SBP. Please make back-ups.

Accepted by : X _____ print name _____ dated: _____
prov/state _____ postal code/zip _____ co. name _____
street address _____ city _____ tel _____ fax _____
e-mail _____ for US clients, US customs requires your Social Security or EIN # _____