

# NextDayDisc

68 Stiles Rd Unit E - Salem NH 03079

Phone: 877.591.6000 Fax: 781.287.1166

## TERMS OF PURCHASE AGREEMENT - PLEASE READ CAREFULLY

NextDayDisc hereafter to be referred to as NDD is generating in house pre-production print proofs in order to make sure that your graphics are prepared to NDD specification and format. In order to offer the best possible print resolution, and to make sure that you are entirely satisfied with our product, NDD strongly suggests that our customers view pre-production print proofs prior to having us proceed with their order. We recommend that each customer view the pre-production proofs so that you can see how the project will be printed here at our facility. Please note that, regardless of format and/or files submitted by our customers, NDD is not liable for print discrepancies which match our pre-production press proofs. In some instances and at the customers discretion, you may opt to forego viewing pre-production proofs. Please read, choose, and check that which applies for your choice of proof approval options.

\_\_\_\_\_ I want my project to proceed to production as quickly as possible. I waive my right to view pre-production proofs. By doing so, I realize that SD/NECD will not be held liable, nor will I contest payment, due to any print discrepancies on my final product - including, but not limited to: misspellings, print content and/or omissions, print quality, and color variances. My project will proceed to production as soon as my art is checked by NDD's graphic department for format and print specification, and deemed "print ready."

\_\_\_\_\_ I want to make sure my project is perfect. I would like to view pre-production proofs. Please hold production until I approve my pre-press print proofs. (Proofs may be viewed by email, fax, or hardcopy – customer's choice.)

Your order confirmation invoice is an estimate based on our knowledge of your project as it was presented to us for manufacturing. It is subject to change based on actual work completed, verbal upgrade requests, total shippable product, shipping/delivery method, and other project variables which may arise while processing your order.

In order to supply your product at the pricing being offered, your job will be printed along with jobs for other customers. NDD promises "pleasing color," but cannot guarantee or accept liability for an exact or approximate color match. On-CD printing is also subject to color variation. If you require color matching services and would like your printing run separately, please contact your sales rep for information on color-matching policies and prices, matchprints, press proofs, disc proofs, and color-correction services.

We reserve the right to refuse any order. We will treat our client's materials with the utmost care but we specifically deny the liability for any damage or loss due to fire, casualty, or negligence while the client's materials are in the care, control or possession of our company or our affiliates.

If your order includes printing or silkscreening, you will be sent draft quality PDFs or prints for proofing. PLEASE CHECK ALL PROOFS CAREFULLY. Please fax, email, or mail all changes and corrections to NDD. Each time changes or corrections are made, you will be sent a new draft copy for proofing and additional graphics fees may apply.

Your order cannot be started until all graphics and audio masters are approved and signed. Any changes made after final Proofs and masters have been made can add substantial extra costs and delays to your project. The turnaround time for your order begins when all graphics and masters have been approved.

Our pricing policy states that all prices are subject to change without notice. We reserve the right to change prices, colors, materials, specifications and quantities mentioned in our catalog without notice or obligation.

For payment we accept cash, personal check, certified check, money order, VISA, Mastercard, American Express and Novus/Discover Card. When you order we will require a minimum 60% deposit, based on order size. 100% deposit is required on rush orders. The balance will be due upon the completion of the order and before we ship. If you pay with a personal check, the shipment will not be made until the check is cleared. Unless credit terms have been established, full payment will be required before pick up or delivery of your order. Final payment must be in the form of a credit card, money order, or cash.

Your order will receive a quality control check and units not meeting quality standards will be discarded. In order to commit to your requested quantity, your order is processed with a 10% over/under policy. You will end up with between 90% and 110% of your requested quantity. All overs will be billed at the unit price and will require payment. All unders will be credited to your order at the unit price. NextDayDisc will do its best to minimize over-runs. The customer is charged for actual units delivered only.

By agreeing to these terms, you authorize NDD the right to charge a final balance due to previous forms of payment tendered. I.E., credit card or checking account via previously tendered check. Charges will be made if a client does not pay within 30 days for any work completed, or if the client fails to accept delivery or pick up their their finished product within 30 days of completion.

Unless otherwise specified, all orders will be shipped UPS Ground (usually 1-5 days delivery depending on your location). Shipping charges will be added to your order. If your account representative did not give you a shipping charge, please call us to confirm shipping address, price, & options.

Errors in the manufacturing process are rare. NDD has a quality guarantee on all orders. Guarantee policies are subject to all NDD terms and conditions, and are limited to defects only. Please inspect your merchandise upon receipt. If you have any problems with the merchandise, please call us immediately. NDD will replace or refund (at our sole option) faulty merchandise only once it has been sent back to us for inspection. Do not discard or dispense faulty merchandise.

No merchandise may be returned to us without prior authorization or RMA number. We limit our liability to rerun or refund (at our sole option) on the services we performed, providing that the products are deemed defective by the reason of workmanship or materials. Reruns or refunds will only be commensurate when the quantity of goods are returned to us. If a project is cancelled while in production the client agrees to pay for the services rendered up to that time. No product will be replaced, or credit issued, more than 60 days after the client's receipt of the product.

NDD will occasionally use customers' art in promotional literature and advertising. Initial here: \_\_\_\_\_ to *refuse* us permission to reproduce your packaging art for promotional purposes.

Average turnaround time is dependant on many variables including - time of year, quantity ordered, graphic requirements, etc. Once your graphics and master are approved, manufacturing, printing, assembly, packing and shipping can take between 3 and 15 business days depending on your order; ask your salesperson for a turnaround estimate based on your specific project and any rush fees if applicable. THESE DELIVERY SCHEDULES ARE NOT GUARANTEED. Manufacturing delays are rare, but possible. If you have a deadline please let us know at the time you place the order. We will do our very best to meet it.

Please check here if you have a deadline. Deadline date: \_\_\_\_\_. NOTE: This date must be discussed with your sales rep. Rush fees may apply.

By placing your order with NDD, the client agrees to indemnify and hold harmless to our company and all of our affiliates from any and all litigation and/or judgments from financial or otherwise for copyright, publishing, trade mark, or any other infringement from all images, audio, video, or other intellectual properties arising from manufacture, sale, and/or broadcast of any products manufactured by us and our affiliates. The client further warrants that all material and/or intellectual property contained in these products is the sole property of the client and/or that the client has obtained written permission to use such material and/or intellectual property from its rightful owner. We act in the strictest compliance with the industry practices set forth by the Recording Industry Association of America (RIAA) as well as all legislation dictated by United States Copyright Law, including, but not limited to all jurisdiction under the Berne Convention. Willful copyright infringement is punishable by fines and/or imprisonment.

I HAVE READ AND I UNDERSTAND EACH ITEM ON THIS AGREEMENT. I HEREBY AGREE TO THESE TERMS AS WELL AS ALL TERMS AND CONDITIONS LISTED ON THE CUSTOMER ORDER FORM.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_