

# CD/DVD Order Form    Studiopro

|                        |  |
|------------------------|--|
| <b>Invoice Address</b> | <b>Delivery Address</b> (If different) |
| Name:                  | Name:                                  |
| Address:               | Address:                               |
|                        |  |
|                        |  |
| Post code:             | Post code:                             |
| Telephone:             | Telephone:                             |
| E-mail:                | Contact Person:                        |

|                           |                                 |
|---------------------------|---------------------------------|
| <b>Quantity Required:</b> | <b>Requested delivery date:</b> |
|---------------------------|---------------------------------|

|  |
|--|
| Order description:   |
| Please confirm if you want a white or silver base to your CD/DVD on disc design.    White <input type="checkbox"/> Silver <input type="checkbox"/> |

Please printout and attach any e-mail quotations received for this order

|  |
|--|
| Please clarify any extras or changes you would like: |
|--|

|                                       |  |
|---------------------------------------|--|
| Payment included:            Yes / No | Make all cheques payable to - Studiopro<br>Amount: |
|---------------------------------------|--|

|  |            |
|--|------------|
| I wish to pay by Credit / Debit Card: Yes / No | Card Type: |
|--|------------|

|              |
|--------------|
| Card Number: |
|--------------|

|              |             |   |
|--------------|-------------|---|
| Expiry Date: | Valid From: | Security Number (last 3 digits on signature strip): |
|--------------|-------------|---|

|                                 |  |
|---------------------------------|--|
| Address card is registered to : | Please debit my debit / credit card for the amount:<br>£ |
| Post code:                      | Signed:  |

**Please check all details and return with artwork / master to -**

|   |  |
|---|--|
| Studiopro<br>27 Mount Pleasant Road<br>Newtownabbey<br>BT37 0NQ | <i>Please include printouts of all artwork and pack your master discs carefully. Remember to include your copyright declaration. ***Only send copy master discs as we will not be held responsible for lost or damaged masters***.</i> |
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# Copyright Indemnity

Company / Name:

Address:

Post code:

(Hereinafter referred to as “the Client”) hereby gives the following warranties and indemnities to Studiopro (Hereinafter referred to as “Studiopro”)

1. That the Client is sole owner of the copyright in the material supplied for reproduction or alternatively that the Client has been granted the right to reproduce and distribute the material described in the order by all copyright owners.
2. That the Client has not granted an exclusive license or Assignment of the rights in clause 1 hereof to any other party and that the material does not infringe the copyright or any other rights of any party.
3. That the material does not contain anything of obscene or illegal nature.
4. That the Client will keep Studiopro fully indemnified against all losses and all actions claims proceedings costs and damages and all legal cost or other expenses arising out of any breach of any of the above warranties.
5. That the Client agrees to provide Studiopro on their request with all relevant information, papers and document (e.g. license agreements) that Studiopro shall reasonably require to determine the ownership of the intellectual property at issue.
6. That Client agrees that despite any non-disclosure agreement that may be in effect to the contrary, Studiopro may consult all applicable governing bodies (i.e. IFPI, BSA, IRMA, RIAA etc) concerning intellectual property rights ownership. In such consultation Studiopro shall disclose only that information necessary to determine the ownership of the intellectual property at issue.

Date:

Authorised Signature:

Print Name:

Position Held:

## Terms & Conditions

Please read the terms and conditions below. These terms shall be deemed accepted by our customers upon their placing of an order with us.

For the purposes of this document: - "the Seller" refers to Studiopro, including trading as Mediashack.

"the Goods" refers to the Goods indicated on the Seller's order form or other goods that may be ordered from the Seller by whatever means.

"the Buyer" refers to the person indicated on the Seller's order form ordering the Goods from the Seller.

"the Order" means the order placed by the Buyer for the supply of the Goods as set out on the Seller's order form or otherwise.

"Specification" means the description (if any) of the Goods referred to in the Order.

"the Contract" means the Contract for the purchase and sale of the Goods in accordance with these terms and conditions. the singular can be interpreted as the plural and vice versa.

Orders placed for the Goods shall be subject to these conditions, whether or not specifically referred to, and no other terms or conditions or any prior or subsequent communications, representations or modifications shall be effective unless specifically agreed to in writing by the Seller. Unless otherwise agreed, payment in full for all the Goods sold shall be due prior to shipment of the goods. No payment shall be deemed to have been received until the Seller has received cleared funds.

All payments payable to the Seller under the Contract shall become due immediately upon termination of this Contract despite any other provision. The Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Seller to the Buyer. Should the Buyer fail to make any payment due under the Contract on the due date then without prejudice to the Seller's other rights and remedies the Seller may suspend performance under this contract and the Seller shall be entitled to claim interest on the amount due under the Late Payment of Commercial Debts (Interest) Act 1998 from the date the payment became due until the date of the actual payment. The risk in the Goods shall pass to the Buyer on delivery of the Goods to a carrier or where a carrier is not used to the Buyer.

Ownership of the Goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of: the Goods; and all other sums which are or which become due to the Seller from the Buyer on any account.

Until ownership of the Goods has passed to the Buyer, the Buyer must: hold the Goods on a fiduciary basis as the Seller's bailee; store the Goods (at no cost to the Seller) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property; not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; maintain the Goods in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Buyer shall produce the policy of insurance to the Seller; and hold the proceeds of the insurance referred to in condition on trust for the Seller and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

The Buyer may resell the Goods before ownership has passed to it solely on the following conditions: -any sale shall be effected in the ordinary course of the Buyer's business at full market value; and any such sale shall be a sale of the Seller's property on the Buyer's own behalf and the Buyer shall in such circumstances hold the entire proceeds of the sale in trust for the seller.

The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller.

The Buyer grants the Seller, its agents and employees an irrevocable license at any reasonable time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

Any time or date for delivery agreed by the Seller is an estimate only and the Seller shall not be liable for the consequences of any delay. If no dates are specified, delivery will be within a reasonable time.

Delivery shall be taken by the Buyer within the period (if any) named in the quotation or Order and such full details as may be necessary (or required by the Seller) to enable the Seller to complete delivery within that period shall be supplied by the Buyer. If for any reason the Buyer is unable to accept delivery of Goods at the time when the Goods are ready for delivery: - risk in the Goods will pass to the Buyer (including for loss or damage caused by the Seller's negligence); the Goods will be deemed to have been delivered; and the Seller shall (if its storage facilities permit) store the Goods and take all reasonable steps to prevent their deterioration until actual delivery and the Buyer shall be liable to the Seller for the reasonable costs (including insurance) of its so doing.

This provision shall be in addition to and not in substitution for any other payment or damages for which the Buyer may become liable in respect of his failure to take delivery at the appropriate date.

If the seller delivers to the Buyer a quantity of Goods of up to 5% more or less than the quantity ordered by the Seller the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract rate. Where the Specification is not supplied on the Seller's order form and has not already been supplied to the Seller and a Specification is to be supplied, the Buyer shall supply such Specification in reasonable time to enable the Seller to complete delivery within the period named for delivery.

The Buyer shall indemnify the Seller against all damages penalties costs and expenses to which the Seller may become liable if any work done in accordance with the Buyer's specification involves an infringement of any copyright registered design patent or other right.

The Buyer hereby agrees to grant to the Seller (to the extent that it is able) the right to use production overs for the purposes of demonstration and sampling and for use in advertising and/or promotional activities.

The Seller will not be responsible for any loss of data or media supplied by the Buyer and the Buyer must retain in its possession at least one copy of any films, master discs or other data media supplied to the Seller for the execution of the Order.

The Seller will keep any data media supplied by the Buyer for a maximum period of 6 months. At the expiration of the 6 month period the Seller may without further notice to the Buyer at its discretion either sell or destroy the items.

Where the Seller is not the manufacturer of the Goods, the Seller will endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Seller included.

The Seller warrants that (subject to the other provisions of these conditions) upon delivery the Goods will be of satisfactory quality within the meaning of the Sale of Goods Act 1994.

No condition is made or to be implied nor is any warranty given or to be implied as to the life or wear of the Goods supplied or that they will be suitable for any particular purpose or use under any specific conditions notwithstanding that such purpose or conditions may be known to the Seller.

Any description of the goods (including the matching of any colour) given by the Seller or contained in any brochures or other descriptive matter is given by way of identification only and the use of such description shall not constitute a sale by description.

The Seller will use its best endeavours to ensure that any printed element of the Goods matches any proof but no warranty is given or implied that these printed elements will match the proof and the Buyer accepts that there may be variations between different production runs.

