



4838 E Baseline Rd. Ste. 121 • Mesa, AZ 85206
Phone: 602.334.4741 • Fax: 866.847.4508
<http://www.UltraEntertainment.com>

Ultra Entertainment CD Replication/Duplication Terms and Conditions

PLEASE read this document thoroughly before you sign. Here is a check list of what you will need to send us:

- Master CD or DVD, fully mastered/authored - (Note **Run Time** Information Below)
- Press-ready graphics files set to our templates and specifications
- Completed [Replication Rights Form](#) and licensing (if applicable)
- Full project payment (Credit/Debit card, cashier's check, money order, call for other options)
- Complete contact and shipping information
- **Do you need a HARD COPY Proof?** Fee is \$25 plus \$5 for shipping. Ask for Assistance. (Proof includes insert and tray card only.)
- **Do you need your MASTER back?** Fee is \$35 for returned Master. (see below Master Return Policy)

Need help getting your graphics ready or your CD mastered? Don't worry, we can help! Talk to your sales representative about using our Ultra Entertainment Design Team to assist!

The following are statements of policy, which explain some of the details typically associated with replication/duplication orders. These guidelines allow us to run our facility as efficiently as possible, therefore offering an outstanding value for our customers. Please review the following carefully, as it directly affects the processing of your order. In the rare case of a problem or dispute we will refer to these policies.

MASTER RETURN POLICY Masters will not be retuned unless arrangements are made at the time the order is placed. Your master CD will stay on file as a reference against what was produced. If previously requested, a Master CD can only be returned once the customer sends us an email stating that their produced CDs are acceptable and pays an **administrative fee of \$35** to return it.

MASTER CD RUN TIME Industry standard run time for CD replication and duplication is 74:30. If the run time on your disc exceeds 74:30 you will be required to sign a waiver prior to the production of your glass master and CD stamper. We will provide this wavier to you.

TURNAROUND TIMES We always strive to meet or exceed expectations, while providing consistent service for all customers. In-Hand dates are considered target dates. Various factors, such as quality control, human error, equipment failures, labor shortages, power outages, transportation problems, and inclement weather conditions, can affect your in-hand date. Ultra Entertainment will not be responsible for loss due to late delivery. Ultra Entertainment shall use its best efforts to ship as soon as possible and purchaser agrees to accept the merchandise as so shipped.

Normal Turn Time DVD and Compact Disc turnaround is normally 10-14 working days (mon-fri). Size or quantity of order does not normally affect turn times. The turnaround time is from the day of approval (day 0) of all parts, tests and proofs. Start date for production will not begin until Master CD, IPR/RRF form; approved artwork and payment are on file. Schedules vary from day to day and cannot be predicted in advance. If you have an urgent order please consult your salesperson. We cannot fully guarantee short notice turnarounds, but will make every reasonable effort to meet your request.

LIMITATION OF LIABILITY Ultra Entertainment will not be held liable for any indirect, incidental or consequential damages (including loss of profit, revenue or sales) as a result of services received at Ultra Entertainment. Our entire liability and purchaser's exclusive remedy shall be replacement of product or refund of purchase price at our discretion. This is limited to product proven to be defective by generally accepted industry standards. Any product found to be tampered with, after leaving Ultra Entertainment premises, will not be replaced or refunded.

PRODUCTION READY MASTER, DIGITAL FILES & FILMS Unless stated otherwise, we assume customer provided parts are produced to Ultra Entertainment specifications. We will not be held responsible for delays or errors resulting from parts not conforming to specifications. All work necessary to conform masters, digital files or films to specifications will be billed at our normal Mastering or Graphic Design rates. We will not bill without receiving prior authorization from you the customer. All master discs, artwork, separations, negatives, printing plates, and other preparatory work created or furnished by Ultra Entertainment shall remain Ultra Entertainment's exclusive property unless otherwise specified. In the event an order is cancelled the client agrees to pay for all services rendered up to that time.

PROOFING - Proofing of your artwork is included with your order. Artwork will be proofed for sizing and resolution as it pertains to our template specifications. Ultra Entertainment will not proof for any color, content or text errors. Proofing is strictly for layout and resolution. Ultra Entertainment will include 2 proofs at no charge. Any proofs thereafter will be charged at a rate of \$25. By signing this form you agree to these charges. To ensure your artwork is ready within the 2 proof standard, you can use our templates for matching prior to submission. If you need assistance with set up, we have a full design team available at a rate of \$35/hr.



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SHIPPING DAMAGE In the case of damage to your product during transit -- please document your claim and contact the carrier immediately. Although damage that occurs during transit is solely the responsibility of the carrier, please contact us and we will assist in coordinating your claim.

DAMAGE TO MASTERS, DISKS, OR FILM We will always exercise careful and professional handling of all client provided parts. Human error or equipment failures may damage parts. Ultra Entertainment will be liable for direct replacement of blank media or film output only. **Please do not send any parts unless you have original or back-up masters stored in a safe place.**

FAILED MASTERS We run your master thru a data check once it is received to check for errors that may affect the playability of your CD. This check is provided as a courtesy to help find potential problems with your discs but does not, in anyway, guarantee that your Master is completely error free. If your Master fails during the glass mastering process, you will be notified and you will be required to send in a replacement master. **Failed Masters are discarded unless you indicate that you would like the failed master returned to you. The fee to return a failed master is \$35.**

PAYMENT TERMS Payment in full, including shipping, is required upon placement of all orders. No job will be scheduled nor will work begin until payment is received. Visa, MasterCard, Discover, AMEX, money order, certified check and company checks are accepted. Company checks will create a 10 day hold and no CDs will be shipped until check has cleared.

CANCELLATION OF ORDERS Once an order has been placed, a minimum \$25 cancellation fee will apply if you decide to cancel your order. If an order is cancelled 60-days or after an order is placed, refunds will not be processed. In this case an account credit will be established for the amount of your refund which can be applied to a future order. Cancellation fees will be determined based on how far along we are in the processing of your order. Once print has been run and/or CDs have been pressed, an order may not be fully refunded.

DISC PRINT - Please indicate with your order if you require a flood or knock out. If you desire any silver to show thru in your artwork, we must be notified before you approve the PDF proof.

COLOR MATCHING - When reviewing your artwork prior to submission, and during the proofing process, please remember that your monitor's calibration affects what you see on your screen. The colors you see on your computer screen may differ from what is actually printed and your artwork can print up to 15% darker than what you see on your screen. The PDF proofs we send via email are only a reference representation of the color that will be printed when you order goes to press. The actual purpose of your proof is to show cut, safety and bleed lines not to give a real-to-life representation of your color. Ultra Entertainment is unable to guarantee a color match under any circumstances. Colors will be as close as possible within the limitations of print but there is no guarantee of matching.

ADDITIONAL INFORMATION

Overruns for standard CD and DVD orders are not produced and customer will not be responsible for overruns. An exception applies to Digipaks; all Digipak orders will be charged up to a 10% overrun. In the event of an under run on any order, a refund will be issued.

Client agrees to indemnify and hold Ultra Entertainment, its employees and contractors harmless from any and all liability and/or claims arising as a result of services and products provided by Ultra Entertainment to client. Client warrants and represents to Ultra Entertainment that (s)he is lawfully entitled to reproduce and copy recordings, photos, album covers, or other originals submitted with each order.

Prices are subject to change without notice. Please call an Ultra Entertainment representative to confirm all prices and details. Price estimates are subject to review at the time of ordering and upon receipt of all necessary masters and art. Estimates are not binding until accepted by a sales representative from Ultra Entertainment. Ultra Entertainment reserves the right to change prices, materials, paper stock, specifications and quantities mentioned in our catalog without notice or obligation.

Once the proof CD/DVD, and/or art proof have been approved the client agrees to pay for all work performed. If there is a manufacturing defect that is not a result of flawed client-supplied masters, Ultra Entertainment will remake the product. No product will be replaced or credit issued more than 60 days after client's receipt of product.

In the event that Ultra Entertainment is forced to retain an attorney to enforce any of the provisions included herein, client agrees to pay Ultra Entertainment's reasonable attorney's fees.

Customer Name

Project Name

Customer Signature

Date