

## Ultra Entertainment Press Kit Terms and Conditions

**PLEASE read this document thoroughly before you sign. You must submit this form with your order. Here is a check list of what you will need to send to us.**

- Refer to the provided Checklist for ideas of what to include in your Press Kit.
- Gather and organize all items for your Press Kit including text, photos, graphics, video, audio, etc..
- Use the Press Kit Design Form to create a 'design direction' document to submit with your Press Kit information.
- Complete contact and shipping information
- NOTE - A drop box will be provided to you for uploading all items for your Press Kit. Do not send items by email.

The following are statements of policy, which explain some of the details typically associated with Print & Design 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.

**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 – Press Kit turnaround is normally 14 working days, but can go longer. 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 all items needed for press kit, 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.

**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.

**HARD COPY PROOF** - Keep in mind when doing your artwork that the colors that show on the printed product may differ slightly from the color you see on the computer screen when you are designing or proofing your artwork. The only way to be SURE of what will be printed is to order a Hard Copy Proof. A hard copy proof is \$25 plus shipping costs. We will print a sample copy of your product and mail it to you before we move to your final print. If you want a Hard Copy Proof let us know when you first place your order!

**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.

**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.



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**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.

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Customer Name

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Project Name

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Customer Signature

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Date