

Network Sound Productions Inc.

Terms & Conditions

Payment Policy

- ❖ All payments are to be made in U.S. dollars, payable to Network Sound, Inc.
- ❖ Custom Tape, CD, & DVD orders require a 50% deposit on submission of your order. Balance payable upon completion of project and before shipping. No COD's.
- ❖ All equipment & products require payment in full before shipment.
- ❖ Check, Cash, Money Order, Visa, MC, Amex or Discover are accepted. (allow 3% cc surcharge over \$500.)
- ❖ Prices & specifications are subject to change at any time without notice.

Billing Policy

- ❖ All Tape, CD & DVD replication orders are considered complete +/- 10% of order quantity. Clients are billed for actual quantities. Sales tax & freight are not included in our quoted prices.
- ❖ If a project is cancelled by client while work is in progress, the client agrees to pay for all services performed up to that point in time, plus a cancellation fee, as determined by Network Sound, Inc.

Shipping & Delivery Policy

- ❖ Customers will be responsible for all shipping and handling charges on completed orders, returns or reshipments.
- ❖ We will pay the cost of sending any artwork proofs.
- ❖ Network Sound, Inc. will make every possible effort to meet delivery dates, however, delivery dates are estimated and we cannot guarantee a delivery date. Network Sound, Inc. disclaims liability for delays in delivery.
- ❖ Finished goods will be held for sixty (60) days after completion. If balance of payment and pick up or shipping of goods does not occur within that time period, finished goods and all in house materials become the sole property of Network Sound, Inc. (i.e. negatives, master tapes, all masters, compact disc's, cassettes, etc.)

Custom Artwork/Design/Film

- ❖ Network Sound, Inc. is not responsible for original artwork. Our art department makes every effort to avoid mistakes and errors, but it is the customer's responsibility for final approval of type, layout and color. A proof of typesetting and layout will be faxed or mailed to you. Please proofread and return immediately with your signature, date and any corrections if needed. Time is very important! Client assumes the responsibility to review and approve graphic artwork before final production.
- ❖ Your order will be delayed if you have failed to enclose all necessary materials (master, artwork, deposit, signed order form, IRMA form, and master audio log.)
- ❖ If client supplied final film for printing, any changes or modifications to accommodate Network Sound, Inc's specifications will be billed to the client. Rush orders subject to an additional fee plus shipping and handling charges.

Masters

- ❖ All source tapes, discs, are the sole responsibility of the Client. Client assumes the responsibility to review and approve audio or data masters before final production.
- ❖ While Network Sound, Inc. will treat the client's materials with the utmost care, Network Sound, Inc. specifically denies liability for any damage or loss due to fire, casualty, or negligence while the client's materials are in our care and possession.

Warranty & Returns

- ❖ Network Sound, Inc. guarantees our products against all defects in quality and workmanship and limits liability to rerun or refund (at our option) on services performed, providing the product is deemed defective due to workmanship or material. No product is replaced or credited more than fifteen (15) days after delivery of the product.
- ❖ Network Sound, Inc. reserves the right to refuse any order.
- ❖ No merchandise may be returned to Network Sound, Inc. without permission. RMA number is required for all returns.

Infringement

- ❖ Client agrees to assume any and all liability and damages to any third party which concerns or arises from Network Sound, Inc.'s duplication of materials supplied by client, specifically including but not limited to patent and copyright infringement royalty claims. Client agrees to indemnify and hold harmless Network Sound, Inc. from any and all such liability.

Signature

Date

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