

Business Contracts



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REPLICATION OF CD-ROM & DIGITAL MEDIA

This Agreement is made this ____ day of _____, 200__ by and between <<Company>> (“Company”) and <<CustCompany>> (“Customer”).

Recitals

This Agreement contains the entire agreement concerning the production, packaging and delivery of CD-ROMs, Compact Disks, DVD-ROMS, CD-ROM Business Cards, Packaging, Printing, Cover Art and other media & materials (“Products”) from items (including, without limitation, master media, proofs, film, photographs, artwork, label data and packaging materials) delivered to Company by or for Customer (“Materials”).

Agreements

This Agreement supersedes any and all prior agreements or understandings, written or oral, between the parties related to the subject matter hereof. No modification of this Agreement shall be valid unless made in writing and signed by all parties hereto. and may not be amended except by a written document signed by Company.

1. Acceptance of Agreement.

This Agreement will only be accepted by: (a) written confirmation from an authorized representative of Company, or (b) shipment of goods in accordance with the terms set forth herein. Company reserves the right to refuse to accept any purchase order for any reason. Customer agrees to be bound by all of the terms and conditions set out herein.

2. Compensation.

Customer shall compensate Company, in cash, pursuant to the terms of Exhibit A attached hereto. Orders may not be cancelled by Customer after Company has begun replication, processing or manufacturing. All shipments of Products will be defined as F.O.B. (“Free on Board”) as soon as Company ships the Product. Company reserves the right to make any choice of facility and shipping charges, or to switch shipping carriers without notice to Customer. Risk of loss or any damage sustained in transit shall be Customer’s sole responsibility. Shipment is by regular ground service unless otherwise specified by Customer. Company reserves the right to make partial shipments. Company reserves the right to produce and charge for production overruns up to 10% over Customer’s order quantity. Company will consider Customer’s order complete upon shipment of 90% or more of the total quantity ordered.

3. Terms of Payment.

Invoices will be issued upon shipment of Products, excepting any delay in the shipment by

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