

Precision Disc Limited Warranty and Claims Policy

As noted in our Standard Terms Of Business, Precision Disc Manufacturing Corp. warrants that our products will be free from manufacturing defects or the defective product(s) will be repaired or replaced as per the definitions and guidelines noted herein.

Please note: While every effort will be made to fill orders within the timeline quoted at the outset of the project, stated ready-by-dates (including 'rush' and 'deadline' orders) can not be guaranteed due to the inherent nature of manufacturing custom made goods. Delays, though uncommon, can occur and Precision Disc Manufacturing Corp. is not responsible for (a) any damages growing out of or owing to any delays, or (b) compensating the client over-and-above the terms of the Limited Warranty and Claims Policy as stated herein.

CD and DVD Content – Definition of Manufacturing Defect

The quality and performance of client-supplied content master discs is the sole responsibility of the client and, thus, the content master is considered to be in 'final form' and ready to manufacture as supplied. Manufactured product that does not perform as per the client's supplied content master qualifies as a manufacturing defect unless the issue falls into one of the following categories:

- *Performance issues with duplicated media:*
Compatibility/playback issues can occur when using duplicated CDR/DVDR media on some playback devices - the majority of such issues occur due to older devices having weaker disc-reading capabilities than newer devices. A compatibility/playback issue that is device related, where the disc performs properly in some (but not all) playback devices does not qualify as a manufacturing defect.
- *Performance issues with multimedia and/or enhanced content:*
Compatibility/playback issues can occur when using media on some playback devices that do not support the programming, applications, software, etc. that are required to properly run the discs content. Compatibility/playback issues of this nature do not qualify as manufacturing defects.
- *A master disc 'waiver' has been signed by the client:*
In the event a client wishes to proceed with the production of their product, (a) despite stated quality concerns, or (b) without reviewing and approving a master 'proof' disc, the client must agree to a Precision Disc waiver which releases Precision Disc from responsibility for any manufacturing defect subsequently found in the finished product. In situations where a waiver has been agreed to by the client, a claim for manufacturing defects cannot be made.

Printed Materials – Definition of Manufacturing Defect

Electronic proofs are provided for all printed materials including on-disc printing, paper inserts and custom printed disc packaging. It is the sole responsibility of the client to review all details of the supplied proof which includes (but is not limited to) the correctness of the overall layout and design, dimensions, spelling and punctuation. In order to proceed with production the client must submit written approval of the proofs. Manufactured product that does not match the approved electronic proof qualifies as a manufacturing defect unless it falls into one of the following categories:

- *Acceptable colour variation in printed products:*
Client supplied artwork files are expected to be in 'final form' which means they are ready to print without any modifications or revisions. Printed materials are produced from the colour values as supplied in the client's artwork files. Due to the fact that computer monitors do not provide an accurate/true representation of the actual colours in the design, colour variation between the electronic proofs and the final product may occur but this does not qualify as a manufacturing defect.

If print colouration is a concern we recommend that hard-copy (printed) proofs be requested for review and sign-off. If hard-copy proofs are requested additional charges may be applicable and the 'standard' production timeline will have to be lengthened to accommodate the hard-copy proof process. Please contact your Sales Representative for details.

Please note that up to 5-10% color variation between hard-copy and finished product may be unavoidable due to tolerances inherent with offset printing processes and this is considered within acceptable industry standards.

Damage To The Product That Occurs During Shipping

Precision Disc Manufacturing Corp. is not responsible for any damage that may occur to products after they leave our facility and, thus, such damage does not qualify as manufacturing defects. All claims for damaged or missing/lost products are to be made with the third party that transported the products from Precision Disc.

Procedure For Reporting Defective Product

- *Report of defective product:*
Defected product must be reported to Precision Disc no later than 14 calendar days after the product has either (a) been received by the client, or (B) reached its shipping destination. The report of defective product must be made by the same person/company/organization that Precision Disc invoiced for the product. It is very important that the client provides as much details as possible in describing the problem.
- *Report investigation:*
Upon notification of defective product, Precision Disc will launch an internal investigation into the claim and, under normal circumstances, report back to the client by the next business day.
- *Return of product:*
In the event the product is found to be defective due to a manufacturing process Precision Disc will, upon its sole discretion, replace or repair the defective components. The timeline for replacement will be advised by Precision Disc.
- *Shipping of defective product:*
Precision Disc will return the replacement product to the same destination as per the client's original order, on a carrier and service of Precision Disc's choice.