

BULK DISC ORDER FORM (replicated discs - quantity 300+)

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1. CONTACT INFO and 2. ADDRESS

(1) Contact Name: _____ Mobile Phone: () _____

E-mail: _____ Fax: () _____

Phone: () _____ Referral Number (if applicable): _____

(2) Company Name (if applicable): _____

Billing Street Address: _____

City: _____ Province/State: _____

Postal/Zip Code: _____ PST# (B.C. only): _____

3. SHIPPING Shipping Address is the same as the Billing Address

Call Me For Pick-Up E-mail Me A Shipping Quote (please provide your City and Postal/Zip code)

Ship On My Courier: (Courier Name) _____ (Account #) _____ (Level of Service) _____

Ship-To Address: _____

City: _____ Ship-To Contact Name: _____

Postal/Zip Code: _____ Ship-To Phone #: _____

Province/State: _____ *Fed. Tax ID# (USA only): _____

* U.S. Clients: Your order is shipping from Canada. Due to this the U.S. Customs Service requires either the Social Security #, Federal Tax ID#, or Employee ID# of the person receiving the shipment. We have no control over this U.S. Government requirement.

4. PAYMENT (payments are payable to Precision Disc Manufacturing Corp.)

Payment Method: Cash Company Cheque Money Order On Account

Visa Mastercard Amex

Credit Card #: _____ Card Expiry Date: _____

Name On Credit Card: _____ Card Security Code: _____

Signature: _____ Today's Date: _____

Amount To Charge: Charge invoice total at time of order.

Charge 50% downpayment at time of order, charge balance owing prior to shipping.

The credit card holder agrees to pay the issuer of the credit card presented here with the amount stated herein, in accordance with the issuer's agreement with the cardholder. Your credit card payment will be processed by Precision Disc Manufacturing Corp.

5. DO YOU HAVE A DEADLINE FOR YOUR ORDER?

No I do not have a deadline. Please produce this order on a standard turn-time.

*Yes I have a deadline. I require the order in my hands by this date: _____

*Due to the inherent nature of custom manufacturing, delivery times cannot be guaranteed. Please review Standard Terms Of Business (Page 5).

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6. YOUR PROJECT

Name Of Project: _____

New Order Re-Order

If a re-order state previous job #: _____

7. DO YOU HAVE A QUOTE?

No I do not have a quote.

Yes I have a Quote #: _____

Yes I have a quote from your website Please include your web quote with these forms

8. TYPE OF DISC

QUANTITY:

What type of disc do you want:

CD Audio DVD5 Mini CD 35mb Rectangle CD Card 50mb Hockey Rink CD Card

CD ROM (data) DVD9 Mini DVD 50mb Rectangle CD Card 80mb Hockey Rink CD Card

Other: _____

9. DISC PRINT

Choose from CMYK Offset Print or Silkscreen Print. If you're not sure which to choose, please check the "I Don't Know" box and we will evaluate which is the best print method based on your artwork file.

CMYK Offset Print Silkscreen Print I Don't Know

Do you want your design to print on a white background or directly onto the silver of the disc?

Note: A white background print is generally recommended. To print directly onto the silver of the disc can make the colours of your design look darker and less vibrant.

Print on White Print on Silver

10. PROOFING OPTIONS

What type of proofs do you require?

Proof Option "A": Electronic proofs - .pdf format (one round of .pdf proofs are included with your order)

Proof Option "B": Hard-copy proofs (contact us for pricing)

Proof Option "C": Artwork supplied pre-approved - no proofing required

Important: Electronic proofs are for review of the physical layout only and are not for colour reference. If colour accuracy is a concern Proof Option "B" must be selected. We strongly recommend you review additional information about proofing at www.predisc.com/start/important.htm

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11. STATUS OF PRODUCTION ASSETS

What date will we receive your Master and IPR Form? _____

*What date will we receive your Artwork files? _____

*How will you be supplying your Artwork files? CDR/DVDR FTP E-mail (10mb max.)

***IMPORTANT:** Artwork files must be supplied on appropriate Precision Disc design templates and to our specifications as provided on our website. Failure to do so may cause your files to be rejected which may delay your order (even if it is a 'rush'). Please visit www.predisc.com/start for information.

12. ADDITIONAL INFORMATION & INSTRUCTIONS

**PROMOTION OR
COUPON CODE:**

*Enter your promotion
or coupon code here.*

The undersigned places this order in accordance with Precision Disc's standard terms of business as detailed on Page 5

DATE: _____ HANDWRITTEN SIGNATURE: _____

Intellectual Property Rights Form

TIP: If you ARE the IPR owner for your entire disc content, all you have to do is fill out the entries marked with the "" symbol.*

- Letters of indemnity are not accepted.
- LICENSED content requires proof of licensing for replication.
- OWNED content indicates the individual/organization completing this form is the IPR owner.
- Must be completed by the organization soliciting replication and not a broker or intermediary.

* Project Title: _____

* Distribution: Within an organization Retail sale Free to public

* Countries Where Distributed: _____

* Are you the IPR owner for the entire disc contents? Yes *No

IF YOU ARE NOT THE INTELLECTUAL PROPERTY RIGHTS OWNER FOR THE ENTIRE DISC CONTENT please complete section(s) 1, 2, and/or 3 as applicable to your project, and describe the licensing that is required for the media that you have ordered. Note: MP3 or Enhanced Disc content requires completion of both 'ROM' and 'Audio' sections.

1. LICENSING FOR CDROM / DVDROM

*If not the IPR owner, list all included non-owned software, freeware and shareware products. Attach necessary distribution licensing documentation from the IPR owner. Some shareware and freeware products require distribution licensing. Consult the software vendor directly for what is necessary.

2. LICENSING FOR CD / DVD AUDIO CONTENT

Check here if compilation

Artists: _____

Content/Music Type: _____

An attached list of track title, artist, and IPR owner is required. Sampling/mixing of additional recordings not owned (regardless of the type, quantity, and duration) requires licensing of those original recordings.

*If not the IPR owner, proof of replication licensing from IPR owner is required.

3. LICENSING FOR CD/DVD VIDEO CONTENT

If Audio is separately licensed, complete the Audio section and provide necessary Audio/Video Synchronization Licensing. *If not IPR owner, proof of replication licensing from IPR owner is required.

I affirm that all information provided herein is true and that all disc contents indicated as being "licensed" are properly licensed for replication under the terms of the original rights holder(s) with proof of such licensing and/or trademark authorization attached. I affirm that I am the intellectual property rights owner for all contents indicated as being "owned" and approve of replication.

* Print Your Company/Organization Name: _____

* Print Your Name, Phone Number and Date: _____

* Signature Of Person Placing The Order: _____

PRECISION DISC MANUFACTURING CORP - STANDARD TERMS OF BUSINESS

Submission of this Order Form constitutes an agreement for services between Precision Disc Manufacturing Corp. and the customer as identified on Page 1 and/or signatory as identified on Page 3 of this Document (herein referred to as the "Customer"). Once placed, all orders are final.

The Customer acknowledges that production assets must be supplied in final form (ie: ready-to-manufacture as supplied) and that the following assets must be supplied to Precision Disc's specifications and requirements prior to an order commencing: (1) Content master and a back-up copy. (2) Electronic artwork files. (3) IRMA Intellectual Property Rights (IPR) Form. (4) Signed/dated Precision Disc Order Form, or your detailed company purchase order. (5) Minimum 50% downpayment (unless credit terms have been approved in advance). (6) Complete shipping details. The Customer acknowledges that a delay in providing production assets as per Precision Disc's specifications and requirements will delay the start date for the order and, in turn, all product ready-by-dates agreed upon (whether written or verbally communicated) may be delayed. Order placement deadline is 12:00 (noon) Pacific Time on any regular business day.

Terms Of Payment: All prices are in Canadian or U.S. currency as noted on your quotation or price matrix and applicable tax is extra. The Customer agrees to pay a minimum downpayment of 50% (fifty percent) in advance of Precision Disc starting any order, unless other arrangements are made with Precision Disc in advance and in writing. In all cases except where written credit terms are granted by Precision Disc to the Customer, 100% (one hundred percent) of the amounts owing must be paid in full prior to Precision Disc prior to the release or delivery of the order (in whole or in part) to the Customer.

Payment can be made via Cash, Money Order, Cashier's Cheque, Company Cheque, Visa, Mastercard, or American Express. Precision Disc may terminate this agreement or suspend delivery if the Customer fails to make payment required under this agreement. Any amounts outstanding after its due date shall incur daily interest at the rate of two percent (2%) per month, twenty-four percent (24%) per annum. Notwithstanding any other term in this agreement, Precision Disc may choose at any time and at its sole discretion to decline to make any shipment or delivery or perform any work unless payment is received in full. The Customer agrees to pay all costs, fees, changes or expenses of every nature (expressly including reasonable legal fees) incurred by Precision Disc in recovering overdue payments.

Supply Of Product: It is considered fair business practice to supply and invoice for a small percentage (not exceeding 5% depending on the quantity of product ordered) of product overage. The final invoice will reflect the exact quantity provided to the Customer, and the Customer agrees to pay for the same.

Every effort will be made to fill orders within the time-line quoted at the outset of the project, however, ready-by-dates (whether written, oral, or implied) are not guaranteed. Though uncommon, unforeseen delays can occur and Precision Disc Manufacturing Corp. does not assume responsibility for any damages growing out of or owing to any delays. Precision Disc highly recommends that product related releases, events, or performances are not scheduled until the product is in the client's possession and meets with their approval.

Unless otherwise specified in writing, all quotations are F.O.B. our office in Surrey, B.C. Canada (shipping is extra). Precision Disc has no control over product after it has left our premises and is not responsible for loss, damage or delay of products after it has left our premises.

Intellectual Property Representations & Warranties: The Customer hereby grants to Precision Disc non-exclusive license to manufacture the product from the master recordings provided, and to use any related photographs, biographical material, label data, designs, artwork, or any other materials provided to Precision Disc hereunder by the Customer, for that purpose.

The Customer represents and warrants that it is either (A) the true and rightful owner of, or (B) the possessor of legally enforceable worldwide licensing and/or right, for all aspects of intellectual property pertaining to their order which is inclusive of disc content and graphic design content. The Customer agrees to indemnify, defend, protect and hold harmless Precision Disc and its subsidiaries and their respective officers, directors, agents, affiliates, distributors, franchisees and employees (collectively "Indemnified Parties") against any and all liabilities, losses, claims, damages, actions, investigations, and legal proceedings of any kind, from any party, arising out of the Customer's rights, or lack thereof, to the use of the intellectual property or any aspect of the contents of their order.

Limited Warranty Policy: Precision Disc Manufacturing Corp. warrants that our products will be free from manufacturing defects, or the defective products will be repaired or replaced as per the definitions and guidelines noted in Precision Disc's Limited Warranty Policy which is available from Precision Disc upon request or via the company website.

Defective 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, or Precision Disc will be deemed to be released from any and all liability. Precision Disc's liability for defective product is limited solely to product replacement or repair, as the case may be, and shall not extend to any further liabilities whatsoever. The forgoing warranties are exclusive and are in lieu of all other warranties (whether written, oral, or implied) including warranty of merchantability in other respects than expressly set forth above.

Force Majeure: Neither party shall be liable for its failure to perform here under due to any contingency beyond its reasonable control, including, without limitation, delays by subcontractors or suppliers. The party whose performance is prevented by such contingency shall have the right to omit during the period of such contingency. All or any portion of the quantity deliverable during such period, whereupon the total quantity deliverable under this Agreement shall be reduced by the quantity so omitted. If, due to any such occurrence, Precision Disc is unable to supply to total demands for any Product specified in this agreement, Precision Disc shall have the right to allocate its available supply among its Customers in a fair and equitable manner.

No Modification: These Terms and Conditions may not be modified orally, no waiver amendment or modification shall be binding or effective unless in writing and signed by the party to be bound.