



S&J CD DUPLICATION

**999 Blanding Blvd. Suite 10
Orange Park, FL 32065**

Phone: 888-269-7088 Fax: 904-272-9427

Customer Order Form:

Date: _____

Customer Name: _____

Address: _____

UPS or FedEx Account Number: _____

How you would like your product shipped::

Ground 3 Day 2 Day Overnight Standard Overnight Priority

Please List Two Phone Numbers (Include a fax number if possible)
You Can Be Reached At:

E-Mail Address:

CD Quantity Ordered:

Monthly Special Yes No

Packaging Description:

Bar Code: Yes No

Shrink-Wrap: Yes No

Price Quoted For Each CD:

Price Quoted Total:

Graphics Fees (\$55 per hour):

Date Needed:

* Dates that fall prior to our standard turn on replicated runs (12-14 business days) that no rush fee is associated with are not guaranteed. Turn time (day 0) begins upon email customer approval of artwork. Duplicated projects (short run) turns are 1-3 business days.

Payment Information:

We Do Not Accept Personal Checks or Purchase Orders!

Certified Check: _____

Money Order: _____

Printed Business Check: _____

*We Accept Most Major Cards: **Please note Credit Card Sales incur a 3% surcharge.***

Credit Card Type: _____

Credit Card Number: _____

Credit Card Expiration Date: _____

V Code: _____

Please Note: In order to process your credit card the 3 to 4 digit number located on the back of your card is needed to verify ownership.

Billable Zip Code: _____

Name On Card: _____

-Please read and sign-

I have listed my order according to what I require and understand that the approval phases of the production process will not begin until payment is made in full. If payment is to be made via credit card, I authorize S & J CD to bill my credit card in full along with any targeted overs (if necessary).

I also realize that mistakes made, because no indication was made on my order form are not the responsibility of S & J CD Duplication. In other words if you do not request it, chances are you will not get it.

Signature

SHIPPING

All 1000 count and above CD or DVD packages that come with the **“Shipping Included”** are contracted via UPS or FedEx and shipped to a business address only.

Home based businesses are excluded and are considered a residential address

For any 1000 special and above please add \$25.00 per 1000 for Residential Shipping.

Business Shipping Address:

Ship to Business Address? Yes _____ No _____
(please check one)

Business Name _____

Contact Person _____

Business telephone _____ - _____ - _____

Business address _____

Residential Shipping Address:

Ship to residential address? Yes _____ No _____
(please check one)

Name: _____

Telephone _____ - _____ - _____

Complete Shipping Address _____

Package Insurance:

The first \$100.00 of package insurance is covered by the shipping company we choose to ship your product. It is recommended that you insure all packages accordingly. These fees are \$.40 for every \$100.00 purchased. (example \$1000.00 in product = 10 x \$.40 = \$4.00 for 100% package protection)x

Insure my packages Yes x _____ No x _____

We are very serious about meeting our turn time deadlines. Please use the checklist below as a guide so we can complete your job as quickly as possible..

<i>Item</i>	<i>Please Check Off</i>
2 Copies of the Master Audio Masters must be submitted on Taiyo Yuden or Mitsui CD-Rs for short run CD-R packages. All masters accepted for replicated packages.	
Art Files In Acceptable PC/Mac Format on Acceptable Media (CD-R or 100 MB PC Zip Disc or Floppy Diskette) All fonts must be included!	
Order Form Complete, Including Details About Packaging and printing, Date Needed, Phone Numbers We Can Reach You At <u>Any</u> Time (30 min call back time acceptable)	
Any Previous E-Mails Printed Out and Attached	

For artwork specifications please call us @ 1-888-269-7088 and we will guide you through setting up your art.

Please print out any e-mails that you have received from S & J CD Duplication and include in your submission, this helps us recall your information and ensures that your order will be processed as quickly as possible.

Thank You,

The Staff at S & J CD Duplication



ORDERING GUIDELINES AND INFORMATION

TURN-AROUND TIME: 2-3 weeks for bulk orders (normally 12 – 14 days), or orders that require no printed materials (jackets etc.). 3 – 4 weeks for full packages (except during peak times). Please keep in mind that your job cannot begin until all artwork has been approved. Turn-around times also do not include the transit time from our door to yours. There are varying rush options. Please call for details. Day 0 is the day the art is approved and no turn begins until the art is approved.

DEPOSIT: We require a 100% deposit on all orders with the overage to be paid prior to delivery (no C.O.D's). No work will proceed on any order until the appropriate deposit has been received. We require final payment in full before shipping any product.

PURCHASE ORDERS: Please contact our sales department at sales@snjcd.com regarding any new customer purchase orders. Or contact Scott or Jeff at 888-269-7088 9am - 5pm eastern time.

OVERS & UNDERS: Because of quality – control considerations, it is not always possible to produce the exact number of units ordered. Therefore, it is policy throughout the duplication industry to allow for up to a 5% overrun or under run, with your price adjusted accordingly (your final payment will only reflect the exact number of units delivered). This policy has no exceptions, and applies to all orders. Be sure you understand it before placing your order.

DEADLINES: Although we'll make every effort to meet your deadline, we are not liable for delays. Any shipping upgrades, etc. required to make your deadline are your responsibility and must be arranged prior to your job hitting production. No shipping changes will be made once the job goes into production. We are working on as many as 100 jobs at the same time, this policy is the only way we can keep as error free as possible. No rush status of any job may be changed after the job is sent to production (after you approve the artwork). Only under extreme conditions will we allow for a change. All requests must be sent via email to production@snjcd.com .

ARTWORK: All artwork revisions made after artwork has been approved will incur a service fee above and beyond the cost of materials.

S & J CD Duplication will not be held liable for errors or omissions in the customer-provided masters and art files for film developing problems due to a file or font error once the proofing process is completed. We will not be responsible for sloppy proofing.

If an order is cancelled, the customer is responsible for any art charges or manufacturing charges incurred while in production. All materials submitted to *S & J CD Duplication* remain the property of the customer, but are not automatically returned with your order. The customer will incur an extra shipping charge to return any production materials.

S & J CD Duplication cannot be held responsible for materials damaged in the transit process. Please insure your package accordingly.

Proofing Requirements for 4-Color Process Printing Match Prints

S & J CD Duplication, Inc. will not be held responsible for color matching on 4 color CD screen-printing or offset printing if a match proof is not ordered by our clients. Digital match proofs are produced from the color densities specified in your digital files. All computerized proofs do not indicate true color. This means inkjet, laser or plotter printers. Our digital proofs are an extremely close representation of your product and take a lot of prep work to produce. Therefore, if you request a color match proof, the following fees apply.

CD Face Match Proof (1-4 color) = \$50.00

4/1..... 2, 4 or 6 Panel and Tray Card Digital Proof = \$80.00

4/4..... 2, 4 or 6 Panel and Tray Card Digital Proof = \$105.00

4/1..... 8 Panel or 8 page Booklet and Tray Card Digital Proof = \$125.00

4/4..... 8 Panel or 8 page Booklet and Tray Card Digital Proof = \$175.00

4/1..... 12 or 16 page Booklet and Tray Card Digital Proof = \$145.00

4/4..... 12 or 16 page Booklet and Tray Card Digital Proof = \$250.00

One FedEx priority overnight charge of \$15 per color match print set requested. The proof must be returned so we may match the final output to what you approved. Any delay in returning the proof will delay your project.

In most cases the final color output will satisfy the customer, but for those clients who are attempting to match a particular color (ie.. Company logo or additional printed materials not printed by S & J CD Duplication, Inc. this step should be a taken. Any color matching concerns relayed after a project is run without a match proof will not be considered for a reprint.

Please check one of the following statements:

I wish to receive a color matchprint _____

I wish to waive a color matchprint _____

*S & J CD Duplication, Inc. Reserves the right to request a color match print on any particular job if the pressman deems it necessary. This is only in unique quality control situations and is intended to benefit the consumer.

Signature

Date

S & J CD Duplication will communicate directly with the graphic designer, or other contact person, by e – mail or telephone.

S & J CD Duplication will only ship to a business address for all advertised packages and specials that include freight. Additional costs apply for all shipments to residential addresses. *S & J CD Duplication* reserves all rights to invoice any client if a shipment is routed to a residential address. No changes will be made in regards to shipping once a product goes into production. This means after artwork approval is received.

S & J CD Duplication cannot be held responsible for neglecting to place a UPC code into the customer's layout if there is no written request or indication of placement on art included with the customer's materials.

MISCELLANEOUS:

We reserve the right to change prices, materials, and specifications without notice or obligation.

All materials used in the creation of the finished product become property of *S & J CD Duplication*. Masters remain on file for reorders and piracy concerns.

Do not send any data that has not been Backed-up. *S & J CD Duplication* cannot be held responsible for lost or damaged data.

Software piracy is a federal offense. We will not perform any Illegal duplication.

S & J CD Duplication will not be liable for any direct, indirect, special, incidental, reliance, or consequential damages however caused and regardless of character.

S & J CD Duplication limits liability to re-do or refund (at our sole options) on the services performed, providing that the product is deemed defective by reason of workmanship or material. Reruns or refunds will only commensurate the quantity of goods returned to us. If there is a problem with your order, it is your responsibility to notify us immediately. No product is replaced, or credit given, more that thirty (30) days after the clients receipt of the product.

I agree to the Manufacturing Terms and
Conditions Listed Above

Customer Signature



Intellectual Property Rights (IPR) Form

To be submitted with each new order sent for replication

This form must be completed by the individual or organization soliciting replication and not a broker or intermediary

Letters of Indemnity are not adequate.

LICENSED content requires proof of licensing for replication.

OWNED content indicates the individual/organization completing this form is the IPR owner.

Title of Project: _____

How will product be distributed? Within an organization Retail
 Free to public Other _____

In which countries will product be distributed? _____

Do you own the Intellectual Property Rights for the contents of the ENTIRE recording or project?

YES NO

Mark "YES" if you are the **OWNER** of the intellectual property rights of **ALL** the content on the disc. If the answer is "NO", you **MUST PROVIDE PROOF OF LICENSING** (permission from the actual owner of the content) before replication can begin. Proceed to the section (1,2, or 3) below that applies to the content of your disc. MP3 or Enhanced Disc content requires completion of both ROM and Audio sections.

1. CD-ROM / DVD-ROM Content : _____

(describe the content of the disc)

If you are not the IPR owner of ALL content on the disc, list on page two of this form or on a separate sheet all non-owned software, including freeware and shareware products (such as Acrobat Reader, Apple Quicktime, Internet Explorer, MS Powerpoint Viewer, etc.):

For any non-owned software, attach necessary distribution licensing documentation from the software vendor/publisher. (You should consult the software vendor for what is required)

2. Audio (CD or DVD) Content: Is this a COMPILATION? YES NO

Artist(s) _____ Content/Music Type _____

A list of 1) TRACK TITLE, 2) ARTIST and 3) IPR OWNER (typically the performer or record label) for each track on the disc is REQUIRED for ALL audio titles, even if you own the content and performing rights for all recorded tracks. (see page two of this form)

If you are not the IPR owner (typically the performer or record label) of every track, you must provide proof of replication licensing from IPR owner.

Sampling/mixing of additional recordings not owned (regardless of type, quantity, and length) requires licensing of those original recordings.
"Cover versions" of songs written by someone other than the performing artist require proof of mechanical licensing or compulsory licensing.

3. Video (CD / DVD) Content: _____

(describe the content of the disc)

If you are not the IPR owner of the video content, proof of replication licensing from IPR owner is REQUIRED.

If there are audio tracks in the video that are separately licensed, complete Audio Section 2 above and provide necessary Audio/Video Synchronization licensing

I declare 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). I further declare that I am not the intellectual property rights owner for all contents indicated as being "owned" and I authorize its duplication. I understand that in accordance with the Anti-Piracy Compliance Program procedures and standards of the International Recording Media Association (available at www.recordingmedia.org), the replicator reserves the right to refuse the processing of any order not complying with the Anti-Piracy Compliance Program guidelines.

Name of Company, Organization or Individual Soliciting Order _____

Signature of Representative from Party Soliciting Order _____

Print Name, Title, Date & Phone # _____

(must be completed by individual or organization ordering replication, **not by a broker or intermediary**)



Intellectual Property Rights (IPR) Form

(must be submitted with every new order)

Page Two of Two

Please use this chart to:

List track titles, artist(s) and IPR owners for ALL tracks on audio discs

List chapter titles and any music titles used on Video discs

List all copyrighted software on CD or DVD ROM discs, including:

- software copyrighted by your company or the company that developed the CD for you
- any other executable (.exe) files not owned by you or your company (this includes applications by Microsoft, Apple, Intuit, Corel, Adobe, etc.
- any shareware or freeware executable (.exe) files on the disc (Acrobat Reader, Macromedia Flash, Apple Quicktime, Internet Explorer, Netscape Navigator)

No.	Artist/Creator	Song/Chapter/File Name	Time/Size	Performance (IPR) Owned By: ¹	Licensed from: ²
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

(Please continue on another sheet if you have additional songs or files)

¹If you are performing a 'cover tune', you probably own your own performance of that song (IPR), which is what this column is asking for. For 'cover tunes', you must provide mechanical licensing to perform the work from the publisher or from the Harry Fox Agency (www.songfile.com).

²If you don't have the rights to a performance (i.e., someone else owns the master recording), then you must obtain a license to include the performance on your disc and include proof of license agreement with your order.