



93 Park Street, Beverly, MA 01915
Tel: 978-922-4990 Fax: 978-922-5110
www.cdworks.com

CDW#

P.O. #
Attach tax exemption certificate, if applicable. Massachusetts companies pay sales tax if certificate not provided.

Duplication Order Form
06-27-09

Name: _____ Title: _____

Alternate Contact(s): _____

Company: (the "Purchaser") _____

Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____ Telephone: _____ Fax: _____

Shipping Address (if different)
Ship to: _____
Address: _____
City: _____ State: _____ Zip: _____

Billing Address (if different)
Bill to: _____
Address: _____
City: _____ State: _____ Zip: _____

Quantity: _____

Disc Title: _____

Approximate size in MB (GB for DVD): _____

Date Needed (See Terms & Conditions): _____

Rush Fees: \$0.50 per disc for 24 hour Duplication. \$0.15 per disc for rush Hi-Res Digital Printing. One or both may apply. Please ask for details.

Type of Job:

CD-R DVD-R Mini CD Print Only USB/Flash

Input Information:

Note: Master CD/DVD must be Closed, Single Session, or else a remastering fee may apply.

- Master is complete and ready to duplicate.
- Master needs to be modified/remastered by CD\Works. (Remastering may add to the turn time and a fee will apply.)
- Master needs to be created by CD\Works from files sent on/by:
 - CD-R DVD-R E-Mail Other _____
- Platform: PC Macintosh Hybrid Audio DVD-Video

Packaging (please check all that apply):

- Standard Jewelcase Customer provided
- Shrinkwrapped Front Inserts
- Slimline Jewelcase Customer provided
- Clamshell Tray cards
- Tyvek Sleeve w/window CD\Works to produce
- Clear Plastic Sleeve Front Inserts
- Bulk/Spindle CD\Works to produce
- Amaray Case Tray Card
- Other (please specify) _____ CD\Works to design
- _____ Front Inserts/Tray Card

Additional Comments: _____

Billing options:

- Bill to credit card on file Invoice

CD/DVD Label Info (please check all that apply):

- Black Thermal Printing on Sent Electronic Files
- White Disc Illustrator
- Shiny Silver Disc Quark XPress
- Inkjet Printing on Photoshop
- White Disc EPS
- Matte Silver Disc Other
- Everest II Printing Fonts Included
- Hi-Res Digital Printing Font List Attached
- Spot Color Silkscreen CD\Works to design label
- CMYK Silkscreen No label

Check Disc and Master Requirements:

- Check discs may add to the turn time and additional charges may apply.
- Please provide a check disc of the duplicated master.
- Please provide a check disc of the CD label (if available).
- Please return master. (Master kept on file if this box is not checked.)

Shipping Instructions:

- UPS Courier
- Next Day Air CD\Works Courier
- Next Day Air Saver Customer Provided Courier
- 2nd Day Air Customer Pickup
- 3 Day Select Call when completed
- Ground Bill me for shipping.
- Use my UPS account number _____

I have read and agree to the attached Terms and Conditions. Standard prices apply unless a written quote is provided. Third party billing is not accepted, unless previously arranged with CD\Works. All payment is the responsibility of the purchaser. Terms are 50% on order; 50% before shipment. CDs/DVDs remain the property of CD\Works until paid in full. All overdue invoices are subject to a 1.5% finance charge per month.

Authorized Signature of Purchaser: _____ Date: _____

CD\Works™ Duplication Terms and Conditions

CD, DVD and Flash Media Content

- Customer represents and warrants that it has the right and authority to have the data supplied by the customer to CD\Works duplicated or replicated onto CDs, DVDs. Flash Media and labels without infringing any trademark, copyright, contract, property right or third party rights of any kind, whether statutory, legal or equitable.
- Customer acknowledges that CD\Works is not responsible for the contents of the media, and hereby indemnifies CD\Works against any and all damages from any legal issues related to the contents.

Disc Label (face) Printing

Depending on the printing requirements of your job, the disc face is printed by ink jet or thermal printer; a color laser printed adhesive label is applied; or silk-screened or HRD (High Resolution Digital) printed CD-Rs are used.

Printing Guidelines:

- Color matching is **not** guaranteed. Colors may vary slightly from print sample disc.
- Inkjet ink is water based. Possibility of smudging exists.
- All **defects must be reported within 5 business days** of receipt of discs.
- Large, solid background areas may not print well in inkjet or thermal printing. Adhesive labels, HRD printing or silk-screen printing may be recommended.
- Artwork must be to CD\Works' specifications. Fonts must be included with all artwork. Any conversion or editing will incur workstation charges. Please call if you have any questions.

Compatibility & Production

- Waiving a check disc (test disc) for any reason releases CD\Works from any responsibility for any errors pertaining to **artwork or performance** of the disc itself.
- CD\Works does **not** guarantee disc compatibility or playback. Some older disc players and drives may not be able to read recordable discs. DVD discs are encoded and authored for DVD players for best picture and sound. At the present time, DVD-ROM drives and player software may not have enough resources to playback DVDs with the same performance levels of DVD players. CD\Works will be responsible only for DVD-R discs playing on DVD-R compatible DVD players.
- Turn around for duplication jobs are up to five days unless otherwise previously arranged with CD\Works.
- Turnaround depends on amount of data, complexity of disc label art, quantity, assembly (if required) and CD\Works' workload schedule. Turnarounds **cannot** be guaranteed.
- Silk-screened or HRD printed discs and customer provided media are subject to a billable **5% overage or underage**.
- All **defects must be reported within 5 business days** of receipt of discs.

Shipping

- Customer must advise CD\Works of carrier and ship method and supply account numbers if necessary when order is placed. If no carrier or method had been specified, CD\Works will, at its sole discretion, choose whether to ship the CDs and by what method or not ship until notified.
- Shipping including insurance will be billed to customer unless charged directly to customer by carrier.
- Ship dates are estimates only. CD\Works is not liable for any damage, delay or loss in shipping. Customer is responsible for filing claims with the carrier.

Payment

- Questions regarding invoices must be brought to our attention within 5 business days of receipt.
- Payment terms are 50% on order; 50% before shipping unless other terms are specifically agreed. Overdue accounts are subject to a finance charge of 1.5% per month. If any amount due under this contract shall not be paid at any time and shall be placed in the hands of any agent or attorney for collection through legal proceedings or otherwise, the undersigned will pay to CD\Works the costs and reasonable expenses of collection including, without limitation, reasonable attorney's fees.
- CD\Works standard prices apply unless a written quote is provided.
- CD\Works will bill the credit card listed in the Credit Application if invoices are not paid when due.

These Terms and Conditions apply to current and future orders by Customer and supersede previous ones.

I have read and accept these Terms and Conditions and the separate Indemnification Agreement.

Customer: _____

Authorized Signature: _____

Date _____

CD\Works™ Credit Application

Please fill out this form on a computer or legibly by hand. Fax it to: (978) 922-5110. Feel free to use your own credit information sheet.

Company: _____ Email: _____

Address: _____ City: _____

State: _____ Zip: _____ Tel: () _____ Fax: () _____

Ownership: Individual Partnership Corporation Federal Tax I.D.#: _____-_____-_____

Tax Resale* or Exempt #: _____ *Massachusetts companies pay sales tax unless **valid tax exemption certificate is attached**

A **Credit Card** number is *required* for authorization on orders as a credit guarantee. The credit card will be charged only if requested by customer or after notification to customer for overdue invoices.

American Express MasterCard Visa in Name of: _____

Account # _____

Expiration date: _____

Card Billing _____

Address: _____

Cardholder Signature Date

I attest all information provided above and below is accurate and true:

Authorized Signature and Title Date

Principals and References:

Principal(s) _____ Address: _____ Tel: _____

Name _____ Address: _____ Tel: _____

Name _____ Address: _____ Tel: _____

References: *Please use only names of trade references you buy from on open account.*

1. Name: _____ Email: _____
Address: _____ City: _____
State: _____ Zip: _____ Tel: () _____ Fax: () _____

2. Name: _____ Email: _____
Address: _____ City: _____
State: _____ Zip: _____ Tel: () _____ Fax: () _____

3. Name: _____ Email: _____
Address: _____ City: _____
State: _____ Zip: _____ Tel: () _____ Fax: () _____

Bank Reference:

Name of Bank: _____ Branch: _____

Address: _____ Officer or Dept.: _____

City: _____ State: _____ Zip: _____

Primary account #: _____ Other Accounts: _____

Telephone: () _____ Fax () _____ Email: _____

CD\Works™ Indemnification Agreement

CD\Works requires an officer of your company to sign the following indemnification agreement for our mutual protection. Please cut and copy the agreement onto your company letterhead, sign and send to CD\Works by fax to **(978) 922-5110**

or by mail to: **CD\Works, 93 Park Street, Beverly, MA 01915**



INDEMNIFICATION AGREEMENT

_____ (hereinafter "Customer"), by executing below, hereby represents and warrants with respect to any and all data, recorded and printed materials delivered to **CD\Works or its agents** (hereinafter "CD\Works") in connection with this Agreement that (i) Customer has obtained all rights and permissions required to be obtained to have the data and art work supplied by customer to **CD\Works** replicated onto discs or other media without infringing any trademark, copyright, contract, property rights and paid any and all royalties required to be paid, pursuant to any contractual agreements governing such materials, and the Copyright Law of the United States of America and any other applicable statutes or comparable law of any other jurisdiction regulating the rights and use of data, recorded and printed materials; (ii) the Materials do not contain matter which constitutes a libel or defamation of, or an invasion of the right of privacy or publicity of any individual; and (iii) the Materials do not contain obscene and/or pornographic matter.

In consideration of **CD\Works** supplying products herein and providing the services to the customer under this Agreement, the Customer hereby indemnifies and holds **CD\Works** harmless from and against any and all claims, threats, suits, penalties, liabilities, costs and expenses (including without limitation, legal fees, costs and disbursements) incurred, suffered or expanded by or threatened against **CD\Works** by reason of, or arising out of, any claim pursuant to any contractual agreement governing the data, recorded and printed materials delivered to **CD\Works** pursuant to this Agreement and any claim of infringement of copyright or of any claim for royalties pursuant to the Copyright Law of the United States of America, or any other applicable statutes or comparable law of any other jurisdiction regulating the rights and use of data, recorded and printed materials.

Name _____

Title _____

Signature _____

Date _____



Intellectual Property Rights (IPR) Form

To be submitted with every order.

- 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.
- **Must be completed by the organization soliciting replication and not a broker or intermediary.**

Album/Project Title _____

Distribution Within an organization___ Retail___ Free to public___ Other_____

Countries Where Distributed _____

Are you the IPR owner for the entire disc contents? ___ YES ___ NO*

Complete the section(s) below describing the content that is applicable to the media you have ordered. MP3 or Enhanced Disc content requires completion of both ROM and Audio sections.

1. CD-ROM / DVD-ROM Content

***If Not 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 for what is necessary.

2. CD / DVD Audio Content

Check Here if COMPILATION _____

Artist(s) _____ Content/Music Type _____

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

***If Not IPR owner, proof of replication licensing from IPR owner for licensed tracks is REQUIRED.**

3. CD / DVD Video Content (if Audio is separately licensed, complete 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. I agree to abide by the current version of 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.

Print Organization Name & Telephone # of Party Soliciting Order _____

Signature of Representative from Party Soliciting Order _____

Print Name, Title, & Date _____

CD\WORKS™ ACCEPTABLE ARTWORK INPUT FORMATS

Below are acceptable file formats and specifications for all artwork.

THE FOLLOWING MUST BE INCLUDED WITH YOUR CD ARTWORK FILES:

- Hard copies/color proofs.
- All TIFF, EPS and/or Placed Images
- All fonts used in the design.

DUPLICATION AND/OR REPLICATION:

(art can be saved in a **lower version** and still be transferable)

<u>MACINTOSH FORMATS:</u>	<u>PC FORMATS: (PREFERRED)</u>
Adobe Photoshop CS3 Adobe Illustrator CS3 Adobe Indesign CS3 QuarkXpress 6.1	Adobe Photoshop CS3 Adobe Illustrator CS3 Adobe Indesign CS3

SPECIFICATIONS:

- Keep artwork in vector format, or if it must be a bitmap, make sure that it is **300 dpi** or higher.
- Convert text to outlines or paths.
- If you do not have any of the artwork programs listed above, please save your file as an **EPS** file.
- If you submit your artwork via email, please compress it into a **.zip** file
- Keep template on a **separate layer**

SPECIFICATIONS:

- Please see label and insert artwork spec sheets sent with this form.
- Artwork can be sent with your master CD on acceptable media listed below.

ACCEPTABLE FILE TRANSFER METHODS FOR ARTWORK:

- CD-R, DVD-R, USB or Flash Media
- Email to production@cdworks.com
- **FTP** – [click here for CD\Works FTP Service](#) or email access details for yours

CD\Works
Anti-Piracy Resources

For copyrighted music, you need a mechanical reproduction license to sell or even give away discs. Publishers control rights for musical compositions and reproduction rights agencies issue licenses and collect royalties on behalf of their members.

Mechanical licensing, collection, and distribution agency

Harry Fox Agency and National Music Publishers' Association

Address: The Harry Fox Agency, Inc

601 West 26th Street Suite 500

New York, NY 10001

Telephone: (212) 834-0100

<http://www.harryfox.com>

<http://www.nmpa.org/>

Trade group that represents the U.S. recording industry.

RIAA (Recording Industry Association of America)

1330 Connecticut Avenue N.W., Suite 300

Washington, D.C. 20036

Phone: (202) 775-0101

Fax: (202) 775-7253

<http://riaa.org/>

DVD Format and Logo Licensing

DVD FLLC

<http://www.dvdfllc.co.jp>

Their requirements are prohibitive for most of our customers. You may want to use text instead of their logos.