



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

Replication 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: _____

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

Title: _____

Quantity (use Duplication form for <500): _____

Turn: 10 7 5 3 2 (subject to availability; please call)

- | | |
|--|---|
| <input type="checkbox"/> CD-ROM | <input type="checkbox"/> Print Only |
| <input type="checkbox"/> DVD-ROM | <input type="checkbox"/> Business Card CD |
| <input type="checkbox"/> CD Audio | <input type="checkbox"/> Shaped CD |
| <input type="checkbox"/> Please return master. (Master kept on file if this box is not checked.) | |

Packaging (please check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Standard Jewelcase | <input type="checkbox"/> Customer provided |
| <input type="checkbox"/> Slimline Jewelcase | Front Inserts |
| <input type="checkbox"/> Shrinkwrap | <input type="checkbox"/> Customer provided |
| <input type="checkbox"/> Clamshell | Tray cards |
| <input type="checkbox"/> Tyvek with window | <input type="checkbox"/> CD\Works to produce |
| <input type="checkbox"/> Clear Plastic Sleeve | Front Inserts |
| <input type="checkbox"/> Spindle/Bulk Wrap | <input type="checkbox"/> CD\Works to produce |
| <input type="checkbox"/> Amaray | Tray Card |
| <input type="checkbox"/> Other (please specify) _____ | |

Additional Comments:

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.

Billing options: (no 3rd party billing unless previously arranged)

- Bill to credit card on file Invoice

CD Label Info (please check all that apply):

- | | |
|--|---|
| <input type="checkbox"/> Spot Color Silkscreen
(please list colors below) | <input type="checkbox"/> Sent Electronic Files |
| <input type="checkbox"/> CMYK Silkscreen | <input type="checkbox"/> CD\Works to create label |
| <input type="checkbox"/> CMYK Offset Printing | <input type="checkbox"/> White Flood |
| <input type="checkbox"/> Hi-Res Digital Printing | <input type="checkbox"/> Knockout to Disc |

(Note: Text smaller than 6 pt. is not recommended for silkscreened CDs and DVDs)

Shipping Instructions:

Date Needed (See Terms & Conditions): _____

- | | |
|---|---|
| Federal Express | UPS |
| <input type="checkbox"/> Priority Overnight (10 AM) | <input type="checkbox"/> Next Day Air (10:30 AM) |
| <input type="checkbox"/> Standard Overnight (3 PM) | <input type="checkbox"/> Next Day Air Saver (3:00 PM) |
| <input type="checkbox"/> 2nd Day | <input type="checkbox"/> 2nd Day Air AM (12:00 NOON) |
| <input type="checkbox"/> Saver (3 day) | <input type="checkbox"/> 2nd Day Air (end of day) |
| <input type="checkbox"/> Ground | <input type="checkbox"/> Ground |

Other _____

- Bill me for shipping.
 Use my account number: _____

Authorized Signature of Purchaser: _____ Date: _____

CD\Works™ General Terms and Conditions

Signed order forms and credit application must be received **prior to order start** date.

Turnaround Times:

- **Day count begins after receipt and approval of *all* materials or components (Disc master in correct format, printed materials/inserts, label film, color proof and purchase order)**
- **Add two (2) days for output of disc label film from an electronic file**
- **Add two to three (2-3) days for printed materials such as inserts, wraps or sleeves**
- **Turnaround time is based on working days.**

Orders are planned / scheduled upon receipt of signed order. Costs may be incurred before receipt of signed order through email, telephone or other requests for work.

Disc label input can be outsourced through our plant - customer must supply **electronic file, and all necessary fonts and graphics files.**

Customer supplied disc label input must meet specifications in our templates and artwork guidelines.

Customer supplied booklets, tray cards, inserts and sleeves must meet our plant specifications.

All printed material pricing is based on 7-10 day turnaround from approval of proof.

All customer supplied printed materials require 10% overage (Unused portions of the products will be returned or held in stock for future orders).

Any requests for a change to your order must be submitted in writing.

Customer has 7 business days to report any defects or problems regarding the product received by the customer so that corrective action may be taken immediately.

Disc quantities as well as printed materials may have a standard industry **10% overage or underage.**

Anything not meeting our plant standard specifications may delay your projects and may incur additional charges.

All materials sent to CD\Works and/or the plants require a packing slip that must reference your work order number and describe the package contents. Anything received at a plant without a packing slip may incur a handling fee and may delay your project.

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 disc, and hereby indemnifies CD\Works against any and all damages from any legal issues related to the contents.

CD\Works makes NO GUARANTEE or WARRANTY as to DELIVERY DATES and shall not be liable for any delay not due to conditions within its direct control.

CD\Works is not liable for any damage, delay or loss in shipping. Customer is responsible for filing claims with the shipper.

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. The credit card specified in the Credit Application will be billed for overdue invoices.

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.