



Duplication Order Form

Date _____

Your Company name _____

Billing Address _____

Billing Address _____

City _____ State _____ Zip _____

Project Contact _____ Phone _____

Fax _____ Email address _____

PO# _____ Date requested _____

Title of CD _____ Quantity _____

Packaging requested _____ Inserts required? _____

Ship To: _____

Company _____

Address _____

City _____ State _____ Zip _____

Ship Via: (circle one)

Best way, Ground, three day, Two day, Overnight, P1 overnight, First AM

If shipping on your account number please list here _____

Special Instructions:

NOTE: If we determine that you do not have the proper rights to duplicate a job we reserve the right to stop production at any point and invoice you for the work we have completed. The discs will be destroyed and source discs will be turned over to the legal authorities for prosecution.

DO NOT MAKE ILLEGAL COPIES!

Credit Card Holders

Cardholder acknowledges receipt of goods and/or services in the amount of the total, including shipping charges, and agrees to perform the obligations set forth in the cardholders agreement with the Issuer.

Circle one: VISA, MC, Discover, Amex. Card number _____ Exp. _____

Approval:

See the liability page for important limits of liability, disclaimer, terms and conditions. By signing this agreement you acknowledge that you read the attached page and agree to those terms.

Signature (Written) Date

Because International Credit cards cannot be verified, this offer is good only for shipments within the United States.

LIMITATION OF LIABILITY AND COPYRIGHT DECLARATION

I. LIMITATION OF LIABILITY

_____, hereinafter referred to as "Client", hereby agrees that any claim against CD Solutions, Inc. whether concerning non-delivery of the CD-ROMs, or concerning defects in the CD-ROMs whether or not based on negligence, shall not be greater than the purchase price of CD-ROMs. Client agrees that CD solutions Inc. shall not be liable for any other damages including special, indirect or consequential damages, and the remedies herein provided shall be the sole and inclusive remedies of Client.

Client agrees to be responsible for any loss or damage to Client's master tape or other materials which contain the data to be copied by CD Solutions, Inc. while in transport to or from CD Solutions, Inc.'s shop. In the event the master tape or other Materials which contain such data is lost, damaged, or destroyed while in the actual possession of CD solutions, Inc., CD Solutions, Inc. shall only be obligated to replace Client's master tape or other material with an equivalent number of blank tape(s) or equivalent materials.

II. RIGHTS TO THE DATA TO BE COPIED, COPYRIGHTS AND TRADEMARKS.

Client hereby declares, warrants and guarantees that:

1. All payments and royalties due to persons with rights in the data have been paid by client.
2. That all of the required authorizations to reproduce the data to be copied have been obtained in respect of copyrights, trademarks, and any other intellectual property rights.
3. That the requested reproduction of the data to be copied will not violate the rights' of any other entity or person.

Client further agrees to indemnify and hold harmless CD Solutions, Inc. from any and all liability, claims, demands, actions causes of actions and suits that may arise as a result of the reproduction of the data to be copied, or as a result of any breach of the representations and warranties made by the client in this agreement Such indemnity shall include, but not be limited to, all damages, judgments, taxable costs and disbursements. Client further agrees to pay CD Solutions, Inc. all reasonable legal fees and expenses associated with the defense of any liability, either alleged or proven, as described herein.
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