



Terms and Conditions

EDT Media Inc.
1-800-915-1915
3691 Revlstoake Drive
Ottawa, Ontario
K1V 7C2
Canada

This Agreement contains the entire agreement between EDT Media and its subsidiaries and the Customer concerning the production, packaging and delivery of compact discs and other materials (the "Products") from items (including, without limitation, master media, photographs, artwork, label data and packaging materials) delivered to EDT Media by or for the Customer (the "Materials"). It is understood that EDT Media may at its sole discretion engage any sub-contractors to perform any part of the services or Products. This Agreement supersedes all prior oral or written understandings, representations and warranties (including any terms and conditions which may appear on the Customer's order form) between EDT Media and the Customer, and may not be amended except pursuant to a written document signed by both parties.

1. Acceptance. This Agreement will only be accepted by: (a) written confirmation from an authorized representative of EDT Media, or (b) shipment of goods in accordance with the terms set forth herein. EDT Media reserves the right to refuse to accept any purchase order for any reason. The Customer agrees to be bound by all of the terms and conditions set out herein and on the reverse side of this form.

2. Orders. Prices charged for services and Products provided to the Customer hereunder shall be as agreed upon between EDT Media and the Customer. Orders may not be cancelled by the Customer after EDT Media has begun processing or placed orders for any services requested by the Customer. All shipments of Products will be F.O.B. EDT Media's facility and shipping charges and risk of loss or damage in transit shall be the Customer's sole responsibility. Shipment is by regular ground service unless otherwise specified by the Customer. EDT Media reserves the right to make partial shipments. EDT Media reserves the right to produce and charge for production overruns up to 10% over the Customer's order quantity. EDT Media will consider the Customer's order complete upon shipment of 90% or more of the total quantity ordered.

3. Terms of Payment. Invoices will be issued upon shipment of Products (unless shipment is delayed by the Customer, in which case an invoice will be issued upon the completion of manufacturing). Invoices for services performed by EDT Media hereunder will be issued upon completion of those services. The Customer shall be responsible for all taxes, duties, excises and other charges associated with the production, sale or transportation of Products and performance of services hereunder (other than taxes on EDT Media's net income). Unless otherwise noted, payment of invoices is due within thirty (30) days of the invoice date. Claims for adjustments in amounts due to EDT Media must be presented to EDT Media in writing within five (5) days from the date of invoice. If any amount remains outstanding after its due date, interest shall run on that amount from the initial billing date at the rate of 10% per month (18% per annum) and shall accrue daily. Any credit on the Customer's account must be claimed or used within 12 months from the shipping date of the goods to which the credit relates. Notwithstanding the foregoing, EDT Media may require part or full payment, security or a guarantee of payment in advance of any work or services to be performed on any shipment. EDT Media shall have a security interest in all Products and Materials until all amounts due hereunder are paid in full. EDT Media reserves the right to delay or withhold shipment of any order if payment in full has not been received on any prior order. The Customer agrees to pay all costs, fees, charges and expenses of every nature (including legal fees) incurred by EDT Media in recovering any amounts owed to it by the Customer, whether or not a lawsuit is commenced.

4. License. The Customer grants EDT Media a non-transferable license to reproduce and distribute copies of Materials to the extent necessary for EDT Media to perform its obligations under this Agreement.

5. Supplied Materials. If Masters, Artwork, Film, and/or Printing supplied by the Customer does not meet EDT Media's specifications, additional charges for resubmission or hourly work performed by EDT Media will apply.

6. Delivery Times. Unless otherwise agreed by EDT Media in writing, delivery times are estimates and scheduled shipment dates are subject to change.

7. Warranty, Disclaimer and Limitation of Liability. EDT Media warrants that the Products will meet EDT Media's standard specifications, or such other specifications as are agreed to in writing by EDT Media, for a period of one year from the date of shipment by EDT Media. As the Customer's sole remedy, and as EDT Media's sole liability, for breach of this warranty, EDT Media will, at its option, replace any Products or refund the amount paid by the Customer to EDT Media for any Products that are returned to and found defective by EDT Media. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PARAGRAPH, EDT MEDIA DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OR CONDITION AS TO PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL EDT MEDIA BE LIABLE FOR AND THE CUSTOMER EXPRESSLY WAIVES ANY CLAIM FOR, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING (BUT NOT LIMITED TO) LOST DATA, PROGRAMS OR OTHER INFORMATION OR LOST PROFITS. Notwithstanding any other provision of this Agreement and in no event (including, but not limited to, lost data, programs or other information, business interruption, or delay or failure of delivery), shall EDT Media's liability to the Customer under any theory exceed the amount paid by the Customer to EDT Media pursuant to EDT Media's invoice(s) for the related services or Products. No action, regardless of form, arising out of any claimed breach of this Agreement or transactions under this Agreement, may be brought by either party more than one (1) year after the cause of action has accrued.

8. Materials. The Customer shall retain title to all Materials, including the content of such Materials. The Customer warrants that it owns all Materials or that it has the right and authority to reproduce the Materials and has the right to deliver all Materials to EDT Media. The Customer also warrants that it owns all copyright in the contents of the Materials (including without limitation any computer code embedded therein) or has the unrestricted right to permit EDT Media to perform the services requested hereunder. The Customer warrants that the Materials do not contain any obscene or objectionable

matter. The Customer agrees to indemnify, defend and hold EDT Media harmless from and against any and all actions, suits, claims, liabilities, damages, losses and expenses (including legal fees) arising directly or indirectly out of or in connection with any claim that the services rendered or Products manufactured under this Agreement violate any law, rule or regulation or violate any rights of third parties (including without limitation, any liability for slander, defamation, invasion of privacy, or infringement of any patent, copyright, trademark or other proprietary right of any third party). If the Customer is to provide artwork to EDT Media in connection with the production of disc label printing or packaging of discs hereunder such artwork must be received by EDT Media prior to the commencement of work by EDT Media. If the Customer is to provide Materials for label printing or the final packaging or compact discs produced hereunder, such Materials must be received by EDT Media not more than one (1) week after the delivery of the applicable master media to EDT Media. The Customer is solely responsible for delivering Materials to and retrieving Materials from EDT Media hereunder. At the Customer's request and sole risk, EDT Media will store Materials as long as EDT Media is providing services hereunder, at any place that EDT Media deems appropriate. During such period, a storage charge may be assessed. After such period, a storage charge will be assessed until the Customer retrieves such Materials from EDT Media. The Customer is responsible for removal of all Materials within thirty (30) days of notification by EDT Media. If the Customer fails to remove Materials, as requested, EDT Media shall have the right to: (i) return the Materials to customer at the address indicated on the last order placed by the Customer, at the Customer's expense, or (ii) destroy, erase, or make any other disposition of such Materials without liability to the Customer or any other person.

9. Tooling, Programs, Specifications and Data. EDT Media shall retain title to all tooling (including masters, stampers, and other tooling) produced by EDT Media. EDT Media shall also retain all rights in computer programs, specifications, or data developed by EDT Media in or for the performance of this Agreement, notwithstanding whether such compute programs, specifications or data were developed by EDT Media for the Customer or otherwise.

10. Export. The Customer agrees not to export any Product in violation of any export control laws, rules or regulations.

11. Risk of Loss. The Products shall remain the property of EDT Media until shipment. Products held by EDT Media at the Customer's request shall be held at the Customer's sole risk.

12. Confidentiality. If Customer discloses confidential information to EDT Media and clearly identifies such information in writing as "confidential", EDT Media shall use reasonable care to ensure that such information is disclosed only to EDT Media's employees or contractors requiring access to such information to render the services or manufacture Products requested by the Customer. Nothing herein shall limit EDT Media's right to use or disclose information that (a) becomes available to the public without fault of EDT Media, (b) is lawfully acquired by EDT Media from a third party, (c) is in the possession of EDT Media at the time of disclosure by the Customer, or (d) is developed by or on behalf of EDT Media by persons who have not received the Customer's confidential information.

13. Force Majeure. EDT Media will not be responsible for failure to fulfill its obligations under this Agreement if such failure is caused by circumstances beyond the reasonable control of EDT Media or its suppliers or contractors (including, but not limited to, acts of God, unavailability of materials, equipment failures, strikes or other labour disturbances).

14. Severability. If any provision of this Agreement is found to be invalid, unenforceable or void by a court of competent jurisdiction, such provision shall be deemed to be severed from this Agreement and the remaining provisions will remain in full force and effect.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. Any suit or action by the Customer against EDT Media shall be brought exclusively in the courts in Ottawa, Ontario.

We have read "EDT Media – Terms and Conditions" and understood the above obligations, which are created herein which we accept as reasonable and fair in the circumstances.

DATED the ____ day of _____, 200__.

Signature: _____

*Name & Title: _____

*Company / Artist Name: _____

*please print